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The Solicitors' Journal.

LONDON, DECEMBER 8, 1866.

THE LORD CHANCELLOR has announced his intention of recommending the following gentlemen (all at the equity bar) for the honour of a silk gown:—J. T. Schomberg, Esq., of the Inner Temple, called in Hilary Term, 1828; Harris Prendergast, Esq., of Lincoln's-inn, called in Michaelmas Term, 1829; Benjamin Hardy, Esq., of Gray's-inn, called in Michaelmas Term, 1836; George Little, Esq., of the Middle Temple, called in Easter Term, 1840; John Pearson, Esq., of Lincoln's-inn, called in Trinity Term, 1844; Francis Roxburgh, Esq., of the Middle Temple, called in Michaelmas Term, 1845; Henry Cotton, Esq., of Lincoln's-inn, called in Hilary Term, 1846; Edward Kent Karslake, Esq., of Lincoln's-inn, called in Easter Term, 1846; George Druce, Esq., of Lincoln's-inn, called in Michaelmas Term, 1846; and Edward E. Kay, Esq., of Lincoln's-inn, called in Trinity Term, 1847.

THE EXISTENCE OF RUMOURS as to the probable retirement from the field of one of the older series of the so-called unauthorised reports, concurrently with the issue of the encouraging circular of the Council of Law Reporting on the success of its law-reporting-improvement scheme, will be a sufficient ground for our making some observations, both as to the advantages which the profession have derived from the council's exertions, and on the future prospects of the less favoured contemporaries of the new *Law Reports*. As we sit with our receipted subscriptions and newly-bound volumes before us, we cannot refrain from bearing testimony to the very considerable boon which the establishment of the *Law Reports* has been to both branches of the profession. The council have put into our hands a mass of legal decisions and a set of statutes, at a price scarcely one-tenth of that we were called upon to pay under the old system, and this with a periodical punctuality which leaves nothing to be desired. If the *Weekly Notes* are an addition of not much utility, we at least get them for nothing, and we have further element of satisfaction to counterbalance any overwhelming sense of undeserved favours in this respect, in the recent announcement by the council that the remuneration it has been able to give its reporters bears a just proportion to the skill and labour required of them. Whatever may be our opinion as to the intrinsic value of the reports themselves—and upon this subject we shall have a word to say by-and-bye—we cannot but think that the advantages we have enumerated are a solid gain to the public and the profession, and an advance in such a direction as to warrant something of the jubilant tone which characterises the council's recent circular. Amid the material advantages, however, of cheapness of price and regularity of issue, we must not forget the more important considerations which must guide our judgment in estimating the true value of the change. To give us the many separate and expensive series of the old "authorised" reports in one cheap issue, although a gain, falls very far short of the boon which the council held out as in store for us. The one authorised series was to replace not only the various "authorized," but also the many unauthorised sets of reports, and that upon the understanding that it should contain a report of every case worthy to be recorded, executed with a fidelity and accuracy to which the cases in "ephemeral" reports could not lay claim.

Had this understanding been fulfilled we could not have much complained had the combination of advantages promised proved fatal to some of the independent reports, but we should very much regret if the present rush of patronage bestowed on the regulars were to produce any such result. We say this because, apart from a personal interest in the success of the set of reports so long published in connection with this Journal, we have not, on a careful review of the first volume of the *Law Reports*, found them free from the recognised defects of their unauthorised predecessors and contemporaries, or discovered in them any superiority over those ephemeral publications which, to use Mr. Daniel's words, "had become almost the only authority which practitioners had at hand or cared to cite."* We find in many of the reports a characteristic prolixity, arguments which might be compressed into a few lines occupying several pages, and in some instances the headnotes of a string of cases cited by counsel to illustrate an argument set out as the argument itself. In the selection of cases also there seems ample room for further discrimination, some having been inserted for reasons which we confess neither our limited learning nor our ingenuity has enabled us to fathom. Some of these defects may fairly enough be set down as incidental to the earlier pages of a publication worked by a new, and to some extent untried, staff; but however this may be, the circumstance of their existence would seem to point out the necessity of still retaining the current independent reports; and there are not, we think, wanting some indications that this is the view of more than one of the judges who formerly held a contrary opinion.

In looking, then, at the prospects of the independent reports, we are inclined to think them very much more hopeful than the existence of the rumour to which we have alluded would indicate. Although doubtless some members of the profession who take in but one set of reports will, for manifest reasons, give their preference to the *Law Reports*, the profession at large will not, we are convinced, be contented with them as the sole "record of our unwritten law;" and we trust that our contemporaries, who may be suffering, will have the patience and endurance to overcome any pressure which the attractive programme of the council may have brought upon them. That all will survive is a result scarcely to be expected, or perhaps desired; but to see any of them drop, is suggestive of their being destroyed by being cut off in detail, in which case the profession would find itself unexpectedly left to endure all the evils of a monopoly, such as produced when it existed, as a measure of relief, the very "ephemeral" now so vehemently attacked, and therefore we are the more desirous of maintaining in undiminished efficiency the independent reports which still survive.

THE BISHOP OF OXFORD appears to have fallen into a similar error to that of Archdeacon Thorp, referred to in these columns some months ago.† He asserts that the publication of banns of marriage should take place in the Church service immediately after the Nicene creed. Whether this error is adopted blindly or wilfully it ought to be authoritatively refuted—not only because, from a man of such extensive learning as the bishop is, any statement comes with great authority, but also because an unanswered assertion of this sort tends to unsettle, in an unnecessary and hurtful manner, the minds

* "A Letter to Sir Roundell Palmer, Knight, M.P.," by W. T. S. Daniel, Q.C.

† 10 Sol. Jour. 801, 850.

of the public. We can only reiterate what has been already stated, namely, that the publication of banns is regulated by the Act 4 Geo. 4, c. 76, s. 2, and that the proper interpretation of that section indicates that the time for their publication is immediately after the second lesson.

TUESDAY being the first day of the sittings after Michaelmas Term, Vice-Chancellor Malins, having been sworn in before the Lord Chancellor in his private room, took his seat in the court recently occupied by Vice-Chancellor Stuart. It is said that the learned judge claimed, as "successor to the Vice-Chancellor of England," to occupy the court in which Vice-Chancellor Kindersley has hitherto sat. We do not know whether this is so or not, but, if we are not greatly mistaken, it was settled so long ago as Lord Cranworth's Vice-Chancellorship, that Vice-Chancellor Shadwell was the last Vice-Chancellor of England, and that thenceforth there was no difference among the Vice-Chancellors except that of seniority. A large concourse of the profession assembled, apparently in the expectation of witnessing the ceremony of swearing-in, but as soon as the paper of the day was proceeded with they quickly dispersed.

His Honour has expressed his intention of rising every day at half-past three o'clock subject to any case being nearly concluded. No one can tell better than he how inconvenient to the bar and the solicitors are late sittings of the Court, which trench seriously on the time required for attending consultations and the ordinary every-day office business of writing letters, &c. If the other judges would adopt a similar rule they would benefit both branches of the profession without any waste of the public time, inasmuch they might very profitably employ the extra half-hour in the transaction of business in chambers.

Under the present regulations constant complaints are made that by far too much of the business done by the chief clerks ought to be taken by the judge himself.

There is no doubt whatever that the chief clerks were never intended to exercise, as they now do, all, or nearly all, of the jurisdiction formerly vested in the Masters. In fact the change effected by the Masters Abolition Act has practically amounted to little more than affording a cheaper and more refined method of appeal from the decisions of the new Masters in Chancery, while, on the other hand, these decisions carry less weight in themselves than those of the old Masters.

We are strongly of opinion that no opposed matters at all (except perhaps questions of time to plead, and such like, and mere matters of account), should be decided by the chief clerks, but, under the prevailing system of sitting till four o'clock, or later, it is impossible for the judge himself to get through the opposed matters in chambers. If however, each judge would make a practice of sitting in chambers for two hours each day (and to do this they must leave court at three, or half-past three at latest), all or most of the opposed orders now made by the chief clerks might have due attention given to them.

It would, however, be more satisfactory still if each judge would devote, say one entire day in each week, to sitting in chambers, and thus get through the daily increasing amount of chamber business without on the one hand withdrawing this business from the personal cognisance of the judges, or on the other, requiring them to apply themselves to this new labour at the fag-end of a day spent in continuous mental exertion in court. We think that this could be done without any serious difficulty by the existing staff of judges, but if it were found to necessitate the appointment of an additional Vice-Chancellor in order to prevent the business from falling into arrear, the condition of that business must be admitted to warrant the additional expenditure, even if, which we doubt, it could entail any.

It has been publicly urged that the Government, in recommending the appointment of three additional common law judges, would do well to consider the general state of the judicial business of the country as administered by existing tribunals.* Such an inquiry would at least result in the discovery how far the present dissatisfaction with the Court of Chancery is well grounded, and the opinions of the existing judges would form a valuable addition to the investigation.

We still adhere to our opinion that the present staff of common law judges might be so utilised as to provide amply for all the necessities of the country, but we are inclined to think that (at least, unless the suggestion made some time ago in this Journal as to the amalgamation of the English and Irish Courts be adopted) it will be found impossible to get rid of the increasing exercise of excessive jurisdiction by the chief clerks without requiring the services of an additional equity judge. On this point we beg to refer our readers to a paper read by Mr. Lowndes some time ago before the Metropolitan and Provincial Association, which appeared in due course in these columns.† Without going quite so far as that gentleman, who asks for four additional vice-chancellors, each to sit three days in the week in chambers, we think that the business of the court would be much more satisfactorily done if each of the judges of first instance would devote one entire day to this business, not to be a motion or petition day; and that any arrear of causes thus created would be more than compensated for by the appointment of a fourth vice-chancellor, while the expense thus created would be more than saved by the more satisfactory conduct of the business, and the fact that it would no longer be necessary periodically to multiply the staff of chief and junior clerks.

UPON THE OPENING of an appeal in the case of *Williams* v. *Williams* before the Lord Chancellor and Lord Justice Turner on Wednesday, the Lord Chancellor said that he had come to the conclusion that it would be the most convenient practice in all appeals that the appeal should be opened by the party complaining of the decree made by the Court below. This would, therefore, be the future practice; though, of course, it would not apply to the appeals in the paper this day if the alteration would inconvenience the counsel engaged in them. Sir R. Palmer, who was opening the appeal of *Williams* v. *Williams*, said he thought the proposed course would be of great benefit to the suitors.

THE FOLLOWING IS A LIST of the proposed members of the Royal Commission to inquire into the neutrality laws:—Chairman: Lord Cranworth; Lord Houghton, Sir W. Erle, Sir Hugh Cairns, Baron Bramwell, Dr. Lushington, Sir R. Phillimore, Sir Roundell Palmer, Dr. Twiss, Mr. Vernon Harcourt, Mr. T. Baring, Mr. W. Forster, and Mr. Gregory.

THE LORD CHANCELLOR has lost no time in reissuing, in a form free from doubt, the general order of the 6th Oct., 1866, which he, in *Short* v. *Roberts*,‡ pronounced invalid, as not having been made with due advice and assistance.

The objection held good in *Short* v. *Roberts* will be found to apply equally to the order of the 2nd of August, 1864, made under the same Act by Lord Westbury, with the advice and assistance of Vice-Chancellors Kindersley and Wood only, relating to applications to refer solicitors' bills for taxation, and for delivering up deeds and documents, abrogating certain rules of the 40th Consolidated Order, and giving liberty to apply for an order to review taxation.

Assuming, as is probable, that Lord Chelmsford, in requiring the consent of only two equity judges to his order, followed the precedent set by Lord Westbury, the question arises whether Lord Westbury mis-read or simply disregarded the Chancery Amendment Act in making the invalid order of August, 1864. We assume, for this purpose, that the question of the construction of the Act, which was either overlooked or rejected as

* 11 Sol. Jour. 69. † 10 Sol. Jour. 31. ‡ 11 Sol. Jour. 77.

untenable by Mr. Collins, and was not adverted to by the Lord Chancellor either during the argument or in his judgment, cannot be successfully raised. *Primâ facie*, no doubt, the words "or any three of them," which clearly refer only to some class preceding, do not apply to the Lord Chancellor, but only to the other equity judges with whose advice and assistance he is to act; but the *primâ facie* construction of an Act of Parliament is not always the one to prevail, and it may well be that, had the matter been mooted during Lord Westbury's Chancellorship, he would have justified his order of August, 1864, by deciding that the class to which the words "or any three of them" refer, is the whole body of judges described as—"The Lord Chancellor, with the advice and assistance of the Master of the Rolls, the Lords Justices of Appeal, and the Vice-Chancellors."

Lord Chelmsford has, as have said, lost no time in repairing his error. On the day of his decision in *Short* v. *Roberts* he caused his order to be re-issued with the additional advice and signature of Vice-Chancellor Stuart. It now remains to be seen what will be done with Lord Westbury's invalid order.

THE *Sunday Gazette* states that, in consequence of strong representations that have been made, the suggestion of the judges upon the alteration of the circuits has been modified, and no change will be made in the constitution of the Oxford and Western circuits. The former will therefore still retain Herefordshire and Monmouthshire, and the latter Winchester.

IN THE CASE of *Turner* v. *Marriott*, which was before Vice-Chancellor Malins in chambers yesterday afternoon Mr. Osborne Morgan and Mr. Fry appeared as counsel. His Honour inquired how it happened that counsel appeared in chambers, and was informed that Vice-Chancellor Kinderslay had allowed it. His Honour said as that was so, he should permit the appearance of counsel in that case, but should not do so in future in other matters. Mr. Fry said he believed it would be a great convenience to counsel if that rule were laid down. We hope to recur to this subject.

SOME TIME last summer the air of the Court of Queen's Bench at Westminster was analysed, and a report appeared of the analysis, showing with the most painful minuteness, the impurities that must act like a slow poison on all who have to breathe them. It would be useless to repeat the details, everyone who read them would either disbelieve them or pass them by with the remark "How shocking," and there would be an end of the matter. Why there should be an end of the matter, and why those who are most interested in the matter, the constant *habitués* of the courts, namely, the judges and masters, do not move, would be a difficult question to answer. There is a tradition that one of the latter once directed the doors of the court to be left open during the usual mid-day adjournment, but was promptly and completely snubbed by a mysterious personage who declared himself to be the engineer in charge of the ventilation, and that to open the doors would be the ruin of his system. Whether there be a system with a director we can hardly say, but ventilation there is next to none. It is bad enough that the Assize Courts at nearly every assize town should emulate the far famed black hole at Calcutta; they are generally not new, to say the least of it, and, except in some of the larger manufacturing districts, money and inclination to provide better accommodation are wanting. If they are overcrowded and unwholesome, this only happens for a limited time in the course of the year, but these excuses, if they may be called so, certainly do not apply to the law courts at Westminster and Guildhall. Of course we are to have new courts, but it must be (we have it on good authority) at least six years from the present time before they are inhabitable, and may be much more. Cannot something be done in the meantime for the existing courts? The judges do not appear to move in the matter, at least all that the public hear from them is a periodical threat that they will not sit in the "cucumber frame" at Guildhall, and much more frequent and equally just denunciation of the Bail Court at Westminster. Further they do not seem to go; perhaps the foul atmosphere of law courts kills off in early youth all but the strongest organisations, so that judges, by a sort of natural selection, being the most robust of their species, care less for such trifles as air or room, or get fairly acclimatised and hardened where their weaker brethren succumb. Whether this theory be right or not, no harm can be done by our calling attention to the subject. The fault is not, we presume, in the size of the courts, since the size of the new Common Law Courts is only slightly to exceed, and that of the new Equity Courts is to be less than the Court of Queen's Bench at Westminster; the measurements being, in the existing Queen's Bench, about 1,230 cubic feet, new Common Law Courts 1,376 feet, and new Equity Courts 1,200 feet. The foulness of the air lies therefore in the ventilation, and as the existing system, if any, is useless, some change should be made. One obvious change we would suggest. To whom the suggestion should be made we cannot tell, so we make it here in the hope that it may reach the powers that be. At present each of the courts at Westminster, with the exception of the Exchequer, is lighted by a gas chandelier coming from the roof to the centre of the court, and consisting of thirty-two jets. These are kept burning all day long, and of course consume a very large proportion of the air of the court, and help in the task of poisoning its inmates. If for these were substituted sun-lights, the amount of gas burned would be less, the light brighter, no air required for the lungs of the human beings in court would be consumed, and last, but not least, a powerful and efficient aid to ventilation would be added. Most of the theatres in London are provided with them, and at least one church, to the very great comfort of the frequenters. The mysterious engineer might be conciliated into permitting the requisite change to be made; or, if the worst came to the worst, might be got rid of. Even justice in the dark, as in the Exchequer, is better than justice asphyxiated, as in the rest of the courts at Westminster.

ON MONDAY Sir William Bovill, Lord Chief Justice designate of the Common Pleas, took his leave of the Benchers of the Middle Temple on the occasion of his vacating the office of treasurer by taking the coif, previous to his elevation to the bench. The Right Hon. Sir Lawrence Peel was, at the same time, elected treasurer for the ensuing year.

WE (*Pall Mall Gazette*) understand that at a meeting of the Council for Colonial Bishoprics it has been decided not to appeal from the late decision of the Master of the Rolls in reference to Bishop Colenso's salary, but that the trustees will be content to make the payment under legal compulsion. In view of the fact that there are two decisions of a totally opposite tendency on this question, some surprise will naturally arise that further steps are not taken. We believe, however, that as the salaries of several other bishops are also affected by the decision, there are reasons why further litigation would be undesirable. The very general belief that part of Dr. Colenso's salary is paid by the Society for the Propagation of the Gospel is incorrect.

IT IS UNDERSTOOD that the Solicitor-General will become a candidate for the representation of the borough of St. Ives in case of Mr. Henry Paull's anticipated resignation.

MR. CROKER, upon whose proceedings at the Old Bailey we commented some time since, has made two applications to Mr. Elliott, at the Lambeth Police Court, for the purpose of vindicating himself from the alleged aspersion of

his character by the *Times*. Our readers will find in another column a short account of what then took place. Mr. Croker does not seem to have taken much by his motion. We do not envy the feelings of the writer of the letter from which we give a somewhat copious extract below, when forced to confess, in answer to the magistrate's searching questions, that the society which he "flaunts so bravely" in the face of the Editor of the *Times*, has no existence save in his own proper person. Will it be credited that, after all this, Mr. Croker has had the hardihood to write to us a letter headed—"Lambeth and Southwark Society for the Protection of Trade," and signed "Thos. Croker, Manager," demanding an apology (!) for our remarks on his case last week, and enclosing the following precious production, which purports to be a letter written by him to the Editor of the *Times* anent Mrs. Risk's case, but to which that irresponsible authority appears to have—in mercy, we think, to Mr. Croker—declined to give publicity.

[COPY.]

Lambeth and Southwark Society for the Protection of Trade.

Office—101, New Kent-road, S.E.

Nov. 24, 1866.

Lambeth Police Court.

Sir,— . . . As far as regards the case in which Mrs. Risk was concerned, this society even went to the trouble of having the case sent to the Old Bailey, in consequence of receiving information that most likely a case of forgery would have been made out against one of the defendants; and, as to the subsequent acquittal, I have no doubt that the learned judge who heard the facts and discharged the defendants could give a satisfactory reason for so doing.

There can be no doubt a public prosecutor ought to be appointed, and, if such appointment be made, this society will be very ready and most happy to render the Government any assistance in the matter, and would, if necessary, take under control some of the practical arrangements; but until such appointment be made, this society will continue—as many other societies do—to conduct, free of expense to the prosecutor or prosecutrix, the prosecution of any case which, upon investigation of the facts, they may deem of sufficient importance to merit attention, and will not be detained from so doing by Mr. Avory's threat of nonpayment of costs. . . . . THOS. CROKER.

To the Editor of the *Times* newspaper.

While occupied with this subject we venture to hope that the proper authorities will take the trouble to look into the case of Mr. Francis Alexander Foggo, and see whether it is or not the fact that he has been practising—or lending his name—for a period of twelve months, as solicitor to Mr. Croker's "society," although his certificate only dates from June last after an intermission of five years or thereabouts.* Should this turn out to be the case we think that vigorous measures will be taken to repress such conduct. We are no friends, as is well-known, to the certificate duty, but so long as it is imposed by law, those who conform to the law and pay the tax ought not to be exposed to the competition of those who do not. We may be opposed to the principle of customs duties without feeling any sympathy for smugglers.

WE BEG TO CALL ATTENTIO to a new rule promulgated by Mr. Commissioner Goulburn for regulating the sittings of his court, which will be found in another column. The principle of this rule seems to us worthy of imitation in higher quarters, and we trust that we shall soon hear that the Vice-Chancellors, or those at any rate whose chambers are overwhelmed with business, have determined to devote a day every week (not the same day) each, to exclusive attention to opposed summonses.

THE NEXT MEETING [of the Juridical Society will be held on Wednesday next, at eight] o'clock p.m., when a paper "On the Interpretation of Formal Documents," will be read by Mr. H. W. Elphinston.

* This is not so. Mr. Foggo's present certificate appears to have been taken out in November, 1865, and therefore probably previously to the commencement of his connection with the Croker Society.—ED, *S. J.*

THE NEW LORD CHIEF JUSTICE.

The members of the Home Circuit invited Sir William Bovill to a congratulatory dinner on his apppointment as Solicitor-General, and the invitation was accepted. But before the day appointed for the feast arrived, Sir William Bovill had become Lord Chief Justice of the Common Pleas, and having on Friday in last week taken his seat as Chief Judge at *Nisi Prius* in the morning, he took his seat as principal guest at the Albion Tavern in the evening. The leader of the circuit, Mr. Montague Chambers, Q.C., was in the chair. Lord Chief Baron Kelly, who was, at the outset of his professional career, a member of the Home Circuit, came to do honour to a political ally who has rapidly attained that promotion which fortune for so many years denied to him. It may not be out of place, by way of contrast to the good luck which has combined with sterling ability and unwearied industry to advance Sir William Bovill, to mention that on the 3rd of July, 1846, Sir Frederick Thessiger and Sir Fitzroy Kelly resigned the offices of Attorney and Solicitor-General, and that on the 6th of the same month Lord Chief Justice Tindal died, so that the Conservative law officers missed, by three days, an opening for promotion, which in the case of one of them did not occur until after the lapse of almost exactly twenty years. Mr. Justice Shee, Mr. Justice Willes, Mr. Baron Bramwell, and Mr. Baron Channell, who all belonged, when at the bar, to the Home Circuit, were also present at this dinner. Mr. Justice Lush, having departed two days before on circuit, was unable to take part in the cordial reception of his old friend and constant antagonist Sir William Bovill. There was a full attendance of the members of the circuit, who desired to show their esteem and regard for one who, to use his own words, never, during his career at the bar, forgot what was due to others in professional and social intercourse.

It may be learned by reference to the Law List that Mr. Bovill began to practise as a special pleader in the year 1837. He had been in his student days a pupil of Mr. Baron Channell. Mr. Bramwell had commenced in the same line of business a year or two before, having been previously a pupil of the present chief of his court, Sir Fitzroy Kelly. Mr. Bovill was called to the bar in 1841, and he soon became appreciated in the profession as an able and industrious junior. Many readers will probably remember that when the name of Mr. Bovill first began to emerge from obscurity, the name of Mr. Peacock was known as that of a rising barrister on the Home Circuit. The acceptance by the present Sir Barnes Peacock of the appointment of Legal Master of the Supreme Council of India probably afforded an opening by which Mr. Bovill profited. He told his hosts at the dinner that on his first circuit he had only a simple brief, but it might have been remarked that other men who have afterwards attained eminence have at the outset received even less encouragement. The career of Sir William Bovill, although highly honourable, does not entitle him to the praise of having, like some other victors in the same strife, conquered that greatest of all difficulties which bends those who have to begin with narrow means. It was impossible not to feel a warmer sympathy a year ago when Mr. Justice Lush, who had been a writing clerk in a country solicitor's office, attained to the judicial bench. Another example of a career which commenced almost as humbly and promises a more splendid termination is furnished by the present Attorney-General. We believe that Mr. Bovill's circumstances and connections were such as to insure him a good start in life, and beyond all doubt he was fully capable of improving it. Sir Fitzroy Kelly, who is not six months senior to Sir William Bovill on the bench, was in the height of business and reputation as a leader when he discerned in Mr. Bovill a junior who could be thoroughly relied upon. He probably made the same impression upon every leader with whom he held a brief, but there are other juniors of

whom the same could be truly said, whom, nevertheless, nobody expects to see upon the Bench. Mr. Montagu Chambers mentioned, for the encouragement of the younger portion of his hearers, that Mr. Bovill, when a pleader, was to be found at nine o'clock at night at chambers. It is to be feared, however, that many a man of exemplary industry scarcely earns by it a competency, and cannot, by the boldest effort of imagination, be supposed to be in the way to obtain wealth or distinction. There must be something, one would think, beyond the common qualities of clear-headedness, method, and assiduity to account for Sir William Bovill's remarkable success, and yet it is not easy to define what that something was; he certainly had no particular oratorial faculty, but, on the contrary, although he always spoke to the point and managed to fix the attention of the jury, his speaking was never brilliant, and it sometimes almost deserved to be called tedious. If Sir Hugh Cairns had been arguing in one of the Chancery Courts a question of real property law, and if a member of the general public happened to stray into that court he would, if possible, have remained there until Sir Hugh Cairns had finished. But although Sir William Bovill has had in his time the conduct of many cases of the highest interest and importance, it may be questioned whether his audience would not, for the most part, rather have gone away than stayed to hear him. It need not be said that his clients and the bar who heard him knew well that he seldom missed a point and never failed, if he saw it, to put it clearly and forcibly to the jury. But still the fact remains that in a profession which is supposed to cultivate oratory, Sir William Bovill attained almost the highest place without having any pretension whatever to be esteemed an orator. Sir Robert Lush was a better speaker than his rival, although he could not be called eloquent, and these two advocates divided between them a large share of the best business both of the Home Circuit and of London. It is difficult in reviewing their careers to avoid remarking in them an illustration of what a writer in the *Fortnightly Review* calls the matter-of-factness of the present age. We are all familiar with the recent saying of our great parliamentary orator concerning another—that he would willingly go ten miles to hear him speak. How few speakers there are, or have lately been, at the bar of whom anything like this could be said without extravagant absurdity. But in an age which, to use the same writer's words, is "desirous of things, careless of ideas, not acquainted with the mistics of words," it may seem that a Bovill would more suitably lead the bar than an Erskine. It is much to be desired that an Attorney-General should always be found able to speak on behalf of the bar with the dignified eloquence which was lately so much admired in Sir John Rolt. But it is to be feared that the tendency of our time is adverse to the cultivation of forensic oratory, and in future years, if there have not been good speakers at the bar, it must not be expected to find them on the bench.

It is not in any petty spirit of detraction that we here suggest this qualification of the applause which is due to Sir William Bovill upon the attainment of a chief judgeship at the early age of fifty-one. There is every reason to expect that he will make an excellent judge. He will be able to form clear ideas and to express them in plain language. It is not likely that he will ever display upon the bench that force and felicity of diction which distinguished Sir Frederick Pollock in his brief day, and which now distinguish Sir Alexander Cockburn. Indeed, the talent of the existing bar seems more capable of producing a Bovill than a Cockburn, and clients seem to be of opinion that the former article is as suitable to their occasions as the latter. But whatever else may be said of Sir William Bovill, this must be said, that he has succeeded greatly where many of his contemporaries have succeeded little or not at all. Considering that his health and power of work are unimpaired, he would probably, for some years to come, have made a fine income at the bar; but without trespassing on the region of politics, we may perhaps say that a conservative lawyer must possess universal confidence in the fortunes of his party to believe that it is likely to enjoy for any long time the disposal of chief judgeships, even if any of those desirable offices should again fall vacant. When Sir Alexander Cockburn went to the bench, one felt that the bar and the House of Commons were sustaining an almost irreparable loss. And when Mr. Serjeant Shee received his long-delayed promotion, an oratorial light of no inconsiderable brilliancy was hidden in the ermine of a puisne judge—a functionary who is apt to find that there is little for him to say, and that, perhaps, the less he says the better. But Sir William Bovill will not be missed at the bar, and he has been welcomed on the bench. We admire in him a rare combination of good ability and happy opportunity.

RAILWAY INSOLVENCY.—III.

It may fairly be assumed that an insolvent railway company will, at the date of its insolvency, have creditors of every variety. We proceed to speak of them in order, merely premising that, with one exception, we shall follow none beyond judgment in their favour either at law or in equity, but treat them all as included from that time in the general class of judgment-creditors.

It will be convenient to deal with the excepted class first, not only because it is in many respects different from all others, but also because of its importance, which entitles it to the first rank. We allude to the unpaid vendors of lands taken by the insolvent company. These creditors may of course sue the company at law for the amount of the purchase-money due to them, but a judgment at law is, in their hands, no better than one in the hands of any other creditor, and they seldom pursue this remedy, but rather proceed in equity, where they have more distinctive and valuable rights. Passing by the ordinary decree for specific performance to which a vendor to a railway company is of course as much entitled as a vendor to an individual, let us consider what these rights are, or rather what they are alleged to be, for here again we shall be obliged to advert to, without expressing an opinion on several questions which are still *sub judice*. It has become the established practice of the Court of Chancery, on motions made in suits for specific performance either before or after answer, to order railway companies to pay the agreed amount of purchase-money into court, and the time allowed for doing so has, in most cases, been sufficiently short. Such an order is, in fact, a decree for specific performance, and is often so treated, and except in cases of utter insolvency, generally terminates the suit. It has been frequently argued, and at least once held, that the Court will, in aid of the order above noticed, grant an injunction to restrain the use of the plaintiff's land by the company, until payment of the purchase-money, but the late case of *Pell* v. *Northampton and Banbury Junction Railway Company*, 15 W. R. 27, before the Lords Justices, has settled the question in favour of the railway companies, and according to sound principles. Their Lordships in that case suggested the possibility of the plaintiff asking for the appointment of a receiver; but, assuming the title of an unpaid vendor to such relief, it is not likely to be frequently sought. The appointment of a receiver at the suit of a vendor can only extend to the particular lands which he has contracted to sell, and it is obvious that, except by occasioning serious inconvenience to the company, and thus pressing them to make the required payments, such an appointment could be of little avail, while it would impose duties which no man, even with the assistance of the Court of Chancery, could properly fulfil.

If the defendant company be, as we are now supposing it to be, without funds to satisfy even the most pressing claims, an order for payment of purchase-money or a de-

cree for specific performance, which amounts to the same thing, is of little real value to the plaintiff vendors; and the legal advisers of those unfortunate persons have, therefore, been anxious to discover some surer means of enforcing their claims. They have naturally turned their attention to the well-known equitable doctrine which gives an unpaid vendor a lien on his property in the possession of a purchaser, and have sought first to obtain a declaration of such lien as against the railway companies, and then to enforce it by means of a sale of the property made subject thereto. This was successfully attempted in the case of *Walker* v. *Ware, Hadham, and Buntingford Railway Company*, 1 L. R. Eq. 195, 14 W. R. 158, a case since cited with a frequency which, according to the *dictum* of a learned judge, with reference to another decision, renders it a suspicious authority. The arguments against an injunction to restrain the use of unpaid for land by a railway company, would apply with equal force to a sale of that land to a purchaser, unless, indeed, it were held that the purchaser would be bound to allow the appropriation of the land to the purposes for which it was taken. That such would be the case if the sale were made at the suit of a judgment-creditor is tolerably clear on principle, and on the authority of the Vice-Chancellor Wood in *Potts* v. *The Warwick and Birmingham Canal Navigation Company*, Kay, 142; and if that doctrine is not to be extended to the suit of an unpaid vendor, it must be because he is held not actually to have parted with the ownership of the property in question. It may be matter for serious consideration whether the large compulsory powers now vested in railway companies do not need restriction or amendment, but we are disposed to think that so long as those powers remain unaltered (founded, as they are supposed to be, on public convenience), the possession which they give to railway companies cannot be disturbed. There can be still less reason for disturbing possession willingly given by vendors, for if, when contracting for the sale of their land to railway companies, to be used by them for the construction of their permanent way and for public purposes, vendors part with the possession without sufficiently protecting themselves against the contingency of default in payment of the purchase-money, they can scarcely be heard to say that the public traffic shall be interfered with for their private advantage.

We will next consider a class of creditors which has attracted a large share of public attention. We mean the holders of Lloyd's Bonds. These instruments were invented by the well-known and able counsel whose name they bear, in order to meet the provisions against loan notes contained in the Act of 7 & 8 Vict. c. 85, and we venture to think that, if restricted to their proper purposes, they are a useful and certainly not inconvenient invention. We may take it to be settled by authority (if authority in such a case were required), that it is not competent to a railway company to borrow money on Lloyd's Bonds without the sanction of or in excess of, the powers granted by, Parliament, more than it would be on any other security; but no tenable argument has ever been urged to show, nor, we believe, has it ever been held, that a railway company may not issue to the contractor engaged in the execution of their works instruments under their common seal, acknowledging their indebtedness to him for the amounts actually due on account of work done. This is the true nature and office of a Lloyd's Bond. It furnishes the contractor with evidence of the amounts due to him, and enables him to raise money for the prosecution of the works, and so to give time to the debtor company instead of pressing them to issue their shares and debentures at a sacrifice. An acknowledgment of a debt can never be an equivalent, but it may sometimes be a substitute for payment, and why should not railway companies have the benefit of the substitution as well as individuals? Lloyd's Bonds are not like the bonds issued under the authority of the Companies Clauses Act, assignable at law, and the holder would therefore be obliged to sue in the name of the contractor to whom they were given; but subject to this restriction, the holder of these bonds can have no difficulty in obtaining judgment against the company; and, indeed, in the absence of special circumstances, such as a claim for set-off or the like, it would be impossible for the company to contest the matter with him. Our readers will not fail to observe that we attribute no particular virtues to Lloyd's Bonds; and we venture to think that much of the opprobrium which has been heaped upon them has been occasioned by the unfounded alarm of debenture-holders lest they should be held to constitute a paramount charge on the property of the company, whereas it will be seen that *per se* they constitute no charge at all, and only give the holder that right of obtaining a general charge, which is also open to any other creditor.

The other creditors of a railway company may be all included in one class. Such would be the tradesmen who have supplied them with rolling stock, who have been engaged in the construction of their lines, stations, and so forth; who have furnished their stations, erected their signals, or have in any other way contributed moneys worth towards the completion of the railway. In this class, too, we must include the solicitors of the company, who have certainly had the advantage of a lien on their client's deeds and papers, and also engineers, surveyors, and other like officials. These creditors have only one remedy, which is common to all of them. They may sue the company at law for the amount of their debt and (subject, of course, to the defences available to a company as well as to individuals) they may obtain judgment against their debtor. What is the value of their judgment, and how it is to be enforced, remains yet to be considered; but before passing to that subject, we wish to notice a question which arises in this place conveniently, though not without its bearing on other points to which we have alluded: If a railway company desires to purchase engines of a firm carrying on business in Belgium, or even at a distance of some few hundred miles in England, and, having purchased, desires to pay for them, why should it not do so by the means which an ordinary trader would, under such circumstances, adopt; why, that is, should it not allow the engine-making firm to draw upon it for the value of the engines supplied, accept the bill when presented, and be liable on its acceptance at maturity? The Court of Common Pleas has decided otherwise in the case of *Bateman* v. *The Mid-Wales Railway Company*, 1 L. R. C. P. 499, 14 W. R. 672; but the arguments of the learned judges have failed to convince us that an acceptance given by a railway company in the ordinary course of business for work done or materials supplied is prohibited, either expressly or by implication, by the railway Acts. That it is so if given as a means of raising money cannot be doubted.

We must reserve the consideration of the remedies of judgment-creditors, and of the conflict of their rights with those of the debenture-holders and the public, for our next article.

TRANSFERS OF SHARES IN JOINT-STOCK COMPANIES.—No. I.

We propose to devote a few columns to considering the important subject of "transfer." As we have remarked before, the law of joint-stock companies is, in a manner, everybody's business, and the conditions of shareholdership have been so much discussed of late, both in the equity courts and in the columns of our contemporaries, that it appears to us worth while to note shortly the legal considerations relating to the sale of shares. We propose to consider only of shares in *joint-stock* companies, because the line is conveniently drawn at this point, and also because it is with respect to shares in these companies that so much discussion and litigation has recently taken place.

Where contracts of sale are entered into, not by the principal personally, but through the medium of agents, a complication is necessarily introduced in the matter, in fact an additional branch of law—the law of principal and

agent—is imported, upon which questions may arise other than those which could otherwise have been started between the two ultimate parties to the transaction. So many of the contracts into which men's daily business leads them to enter, are conducted through the intervention of agents that the agency element is not practically felt to create so much complication as might at first have been imagined, in consequence of the law of principal and agent having, through the experience of many years, been digested into a tolerably well-defined form. But in the case of purchases and sales of shares in public undertakings, and which, in a very large majority of instances, are negotiated by professional agents, complications arise from this agency over and above those which the relation of principal and agent ordinarily gives birth to. This arises from the fact that the agents whose vocation it is to mediate in the transaction of this class of business, are, in addition to the temporary relationship created by each transaction, mutually connected in a certain permanent relation by the rules of the society to which they belong. These rules—the rules of the Stock Exchange—being to some extent, at any rate, imported into the bargain under negotiation, new complications are thus introduced. Questions, for instance, arise as to how far, and in what cases, these rules *are* imported into the transaction so as to become binding upon the principals. We made some remarks on this subject a few months ago, but it would hardly be right to discuss the subject of transfer, without considering for a few moments the rules of the Stock Exchange as affecting these transactions.

The rules of the Stock Exchange are rules made by a private society for the control of its own members, and, regarded in this light, are undoubtedly of great advantage, indirectly, to the public, as tending to insure the uniform good conduct of an important class of men, whose vocation occasionally subjects them to considerable temptation. Upon the members of the Stock Exchange these rules are of course binding; those gentlemen have the alternative either to conform or submit to the consequences of disobedience. Upon the public these rules can, regarded simply as rules, have no binding effect whatever. Where they have become well known and habitually acquiesced in by the public, they may as *usages*, be imported into transactions with outsiders, and this, to a considerable extent, actually happens, but simply as *rules* they can bind only the members of the society which frames them. This distinction is not merely a verbal one; it involves a difference, and is worthy of attention, for there is a growing disposition on the part of brokers to regard these rules as uniformly binding on the public. There are those who would maintain that a new rule made by the Stock Exchange Committee, say next week, would forthwith be imported into all transactions between the public and the members of the society. It might very well happen that this new rule, being a wholesome and convenient one, might be speedily adopted and acquiesced in by the public; and, that being so, it is most probable that if the question were raised, in 1868 say, before a Court of law or equity, the Court would, on that ground, consider it as a part of the bargain. But this is a very different matter.

In the well-known case of *Taylor* v. *Stray*, 5 W. R. 528, 21 Jur. 540, for instance, the common law judges considered that the rule of the Stock Exchange, requiring the purchaser's broker to pay the seller's broker upon the settling-day, on receipt of the shares and a "transfer," was matter of notoriety, and that a man who instructed a broker to buy shares must be considered to have authorised him to buy subject to this rule, and to have contracted to indemnify him against the consequences. This was no more than reasonable; yet, even here, there seems to have been a doubt whether, under rather different circumstances, the broker would not have been without any valid claim against his principal.

That was a case in which, shortly after the plaintiffs, who were brokers, had bought shares in obedience to the instructions of the defendant, the company failed, and the directors refused, except in two or three cases, to allow transfers, and Willes, J., remarked in his judgment that, had the directors actually refused a transfer in that particular case, the payment of the price of the shares by the plaintiffs *might* have been a payment in their own wrong, *i.e.*, that they *might* not have been able to recover the amount from their principal. We are quite aware that this is a mere doubt expressed by the judge, we merely cite the remark for the benefit of those who rely on the case as proving an absolute right on the part of the broker to be recouped by his principal under all circumstances, in order to remind them that the decision in this case goes merely a certain length, and no further.

To return, however, to our main consideration. The transfer is not complete, and the vendor and purchaser have not changed places, until the transfer has been duly registered by the directors, and the purchaser's name substituted for the vendor's in the register of shareholders. From *Taylor* v. *Stray* (*ubi sup.*) and other cases it appears that where, at any rate, the purchase is negotiated by brokers it is held the purchaser's, and not the vendor's, business to obtain this registration. Whether this would be held between two principals, not brokers, does not appear settled; it seems probable, however, that the practice approved in *Taylor* v. *Stray* would be followed, and the point is of very little importance, as we shall see.

There are usually some provisions in companies' articles of association empowering the directors to refuse to register transfers at their discretion. Of course the extent of this discretionary power must vary according to the terms of the clauses by which it is created, but even when the discretion entrusted to the board is the amplest, it is still exerciseable only within certain limits, and the Court would, at the instance of an intending transferror or transferree, interfere to overrule a capricious and unreasonable refusal. There is no doubt of this, and it is well that it should be understood, for occasionally directors seem very much inclined to exercise even extremely despotic authority in these matters, and to imagine that they have the right to refuse to permit a transfer, merely because the intended transferree is a man likely to inquire somewhat actively into their and the company's arrangements. The observations of the Master of the Rolls in *Poole* v. *Middleton*, 29 Beav. 646; *Birmingham* v. *Sheridan*, 33 Beav. 660; and *Robinson* v. *Chartered Bank*, 14 W. R. 71, are worth noting upon this subject; and to them, in order to save the space which would be taken up by quotations, we refer our readers. In the last of the above cases it was queried whether or no the Court would compel directors to accept, as a transferree, the nominee of a rival company, but the Court did not decide the question. When the terms of the articles entrust the directors with an absolute discretion (and this is usually the case), if the directors were able to adduce a reasonable probability that the admission of a rival company's nominee would be inconvenient, it is probable that a Court of equity would refuse to compel such an arrangement.

Articles of association are now universally framed so as to allow the board an ample discretion in these matters; it is probable, however, that among the older companies some still exist in which the directors have no power to refuse transfers. In the case of nine transfers out of ten, directors consent as a matter of course, but a case may occur in which the power to reject a proposed transferree is exceedingly convenient. In *Pinkett* v. *Wright*, 2 Hare. 120, the Court held that, the company's deed of settlement containing no clause bearing on the subject, directors had no power to refuse a transfer by a shareholder who was indebted to the company for an advance of money.

It is, however, where the company is being wound-up, that the most difficult and important questions arise as to transfers, and these questions we propose to discuss in another article upon this subject.

COMMON LAW COURTS SURPLUS FEES.

The brief notice in our impression of the 24th ult., on the subject of the deputation from the Incorporated Law Society to the Chancellor of the Exchequer as to the application of the annual surplus derived from the fees payable by the suitors in the superior courts of common law, may not have awakened in the minds of such of our readers as are not in the habit of scanning the annual returns to Parliament under the Act 15 & 16 Vict. c. 73, s. 29, the deep meaning and great importance of preserving to the judges the power now possessed by them of reducing or altering the fees when occasion requires, and by that means preventing the suitors from being burdened with the payment out of the surplus fees of the compensation allowances in respect of abolished offices now expressly charged, and payable out of the Consolidated Fund.

For the maintenance of the establishments connected with the administration of justice in this country, the Legislature has for a long period very properly authorised the judges to impose on the suitors in the several courts taxes, levied in the shape of fees, payable on various legal proceedings. This taxation was intended as a means of providing for the salaries and retiring pensions of the officers of those establishments, and the expenses connected therewith; and by the two Acts of Parliament—one passed in 1837, and the other in 1852 (1 Vict. c. 30, and 15 & 16 Vict. c. 73)—the Treasury were directed to prepare a table of fees for the approval of the judges, who were empowered to revise, alter, reduce, or amend such table, and, as it appears from the wording of the Acts, without the sanction of the Treasury.

The fees received under and by virtue of these Acts of Parliament are chargeable with the salaries of the officers, the expenses of the various offices, the compensations to existing officers by way of salary, and the pensions payable on the retirement of officers. By the same Acts of Parliament certain sinecure offices, the maintenance of which was considered by Parliament to be a scandal and reproach to the country, were abolished, and the compensation allowances to the holders of those offices, which are the natural consequences of all measures interfering with vested interests, were expressly thrown on the Consolidated Fund.

It is true that the propriety of thus dealing with these allowances was the subject of discussion in Parliament when a bill for charging the compensations in respect of abolished offices on the surplus fees was under consideration in 1836, but a few words extracted from a speech of the late Lord Longdale, during the debate on that bill in the House of Lords, will, we think, convince all reasoning minds that a tax of this nature was properly thrown on the whole public, rather than that limited number of the public represented by the suitors, and whose undoubted right it is to be for ever released from the burden of providing large compensations to a class of officials whose services were never at any time required.

Lord Longdale is reported to have spoken on the subject as follows:—

"Next, as to the means of providing compensation, the payments are to be made out of the Consolidated Fund, which is right. A common benefit should be purchased at the common charge; and I can conceive no good reason why the suitors, who have the misfortune to be called upon to establish or protect their rights in courts of justice should, in addition to the expenses which cannot be avoided, be burthened with the expense of providing compensation to the persons who once held offices since abolished. Nevertheless, with a view, I suppose, of affording compensation to the Consolidated Fund, it is proposed that, notwithstanding the abolition of the offices, all the fees shall be for the present continued, and that the surplus of the fees, after paying the officers actually employed, shall be paid into the Exchequer to the credit of the Consolidated Fund. This your Lordships will observe, is following the example set by the statute 1 Will. 4, c. 58, and gives the Exchequer a direct interest in, and claim upon, the fees received from the suitors in the courts of law."

* * * * *

"I will not at this time detain your Lordships by stating at greater length my objections to the compensation clauses contained in this bill. I apprehend them to be money clauses, and that they cannot be successfully altered in this House, and it is now too late in the session to hope that they can now be altered in the other House; and, under these circumstances, though I entirely approve of the abolition of these offices, and do not object to a proper compensation being given to the officers, yet, being of opinion that the compensations here proposed are not proper, and that the bill improperly connects the Treasury with the fees received from the suitors, and the money belonging to the suitors in the courts of justice, and seeing that the errors (if they shall be thought such) cannot be corrected in this session, I think it my duty to move that this bill be read a 'second time this day three weeks.'"

The produce of the fees levied on the suitors after deducting the salaries of certain of the officers, has, for many years, been paid into the Exchequer, and the practical result is that the return made of the income and expenditure connected with the fees received, shows, after defraying the salaries of the officers, the compensations by way of salary, the retiring pensions, and the expenses of the courts and offices, there is an annual surplus of nearly £30,000, which it would appear the Treasury seek to charge now for the first time with the payment of the compensations in respect of abolished offices now amounting to about £20,000 a-year, wherein is included Lord Ellenborough's compensation of £7,700 a-year; and in order, it is assumed, to place the matter beyond question, the Treasury, at a late period of last session, introduced into a bill, brought before Parliament for another and highly commendable purpose, some two or three clauses, the effect of which would inevitably have been, had the bill passed, to enable the Treasury, by means of the control they proposed to acquire over the judges in reducing or altering the fees, and a positive enactment charging the fees with the compensations for abolished offices, to withhold from the suitor the benefit to be derived from the annual surplus, either in the way of reduction or otherwise, and to apply it to the general purposes of the State.

To these clauses in the bill the Incorporated Law Society offered such a strenuous opposition that it led to their withdrawal by the Treasury, but not, as it appears, without an expression of their intention to reproduce them in the ensuing session. Now what real claim the Treasury can have to this surplus we are at a loss to conceive. It is said indeed that the Treasury ought to have a control over the reduction of the fees, and that in the two Acts of Parliament to which we have referred the intention to give such a control was accidentally omitted to be carried into effect. We cannot, however, help feeling convinced that no such control was ever intended; it certainly does not appear to have been so from any discussion in Parliament upon those Acts; indeed the wording of the Acts, to our mind, points directly to the opposite conclusion, and the intention of Parliament can therefore only be ascertained from the language used by the Legislature in the Act of 1837, and deliberately and substantially repeated in that of 1852 (compare 1 Vict. c. 30, s. 6, and 15 & 16 Vict. c. 73, s. 10).

Now, apart from any other consideration, common justice demands that the Treasury should not be allowed to fasten its grasp on this fund; but the claim of the suitor to have the fund left intact for his benefit has gathered increased weight since the Acts, providing for the concentration of the courts of justice, received the Royal assent. Under these Acts a portion of the expenses attending the erection and maintenance of the new courts, are thrown on the suitors generally, with the exception of those in the Court of Chancery, which, having contributed a fund

applicable for the purpose, are exempted from liability to the contribution to be imposed on the suitors in the other courts by means of what is termed the "Rent of Courts Fee." Such being the case, what would be the position of the common law suitor if the annual surplus arising from the fees he pays is not applied to this, of all purposes, the most fitting and reasonable that could be found. He requires increased accommodation for the transaction of his business; to be so arranged as to be consistent with convenience and economy. Money is absolutely necessary to provide for these wants, and it is constructively proposed that a tax shall be levied on him, although an annual sum stands to his credit which actually represents in round numbers a capital (at four per cent.) of "£700,000!" (The Act provides that £4 per cent. per annum is to be paid to Government on the amount advanced, viz., three and a-quarter for interest, and three-quarter per cent. towards repayment of the principal.) Surely, setting aside the just claim of the common law suitor to a reduction of these fees to an equivalent amount, or conversion of them into "Rent of Courts Fees," it would be a thousand pities if an unnecessary burden were to be thrown upon an important class of the public deeply interested in the success of a scheme upon which such untiring perseverance has been bestowed, and so much wisdom employed in devising the means of providing funds for its accomplishment without resorting to the Consolidated Fund.

To recur, however, to the question more particularly at issue, we think that justice and propriety will be satisfied if it can be at once and for ever accurately and precisely defined what is the amount of indebtedness which the suitor is already by law subjected to in respect of the cost of the judicial establishments of the country, and of his liability, if any, for the compensation for the abolished offices, so that such indebtedness and liability may not depend on the chances resulting from indirect legislation, which is invariably attended with trouble and inconvenience, and frequently inflicts great hardship.

We have thought it right to refer specially to this subject, in order that the profession may know how it came about that the Incorporated Law Society have taken such active steps in the matter on behalf of the common law suitors.

In connection with this subject we may notice that in the Queen's Remembrancer's Office of the Court of Exchequer, while section 4 of the Act of 5 & 6 Vict. c. 86, expressly directs that no fees are to be taken for any business transacted for any of the public officers of the Government, any deficiency in the fees to pay the charges imposed on them, are, by section 4 of the Act of 22 & 23 Vict. c. 21, imposed on the surplus of the common law fees.

It is believed the greater portion of the business in that office is transacted for the Government offices, and consequently there is a large deficiency to be made good out of the common law fees, as will appear from the following extract from the Treasury return as to the common law fees for 1865-6:—

Income	£2,603	5	4
Expenditure	4,267	12	4
Excess of Expenditure beyond Income	£1,664	7	0

In the Crown Office of the Court of Queen's Bench, where the Crown is also exempted from payment of any fees, the deficiency is, by the Act of 6 & 7 Vict. c. 20, s. 10, charged on the Consolidated Fund, and in the same return such deficiency appears last year to have amounted to £3,100 17s. 2d.

The Probate and Divorce Court is regulated by the Act of 20 & 21 Vict. c. 77, and by section 95 the Lord Chancellor and the other judges named in section 30, are empowered, with the concurrence of the Treasury, to fix, and subsequently alter, the table of fees to be taken by the officers of the Court, and by section 98 such fees are directed to be collected by stamps, and the produce paid into the Exchequer.

By section 101 the salary of the judge and his retiring pension, and also all compensations payable under that Act, are charged on, and payable out of, the Consolidated Fund; and by section 102 the salaries of the officers and all expenses are to be paid by the Treasury out of moneys to be voted by Parliament.

An analysis of the last return presented to Parliament pursuant to section 104, shows the following result:—

Fees collected by stamps	£121,151	5	0
Salaries and expenses	93,653	14	11
Surplus	27,497	10	1

The Probate Court will have to contribute to the expense of the new courts according to the extent of the buildings appropriated to its use, so that if the present fees are continued, an additional taxation will have to be imposed on them, but if the Treasury would consent to a reduction of the present fees so as to produce no more than an equivalent to these charges, for the salaries and expenses, the fees producing the surplus might be converted into "Rent of Court Fees," and thus any additional taxation on the suitors in the Probate Court in respect of these contributions towards the new courts would be avoided.

EQUITY.

Ross v. *The Estates Investment Company* (*Limited*), 15 W. R. 104.

While the great Overend & Gurney case is still uncoiling its length, another misrepresentation case has been brought to a conclusion in the court of Vice-Chancellor Wood. *Ross* v. *The Estates Investment Company* (*Limited*) adds one more to the list of cases in which an individual induced to subscribe for shares by false statements made on behalf of the company, has successfully repudiated the liabilities into which he had thus been drawn. This case, like many others of the same class, was a question simply of facts. Cases which turn upon particular facts are not usually considered worth reporting, they are "too special," as the law reporters would say; containing no new constructions of law, and depending solely upon particular chains of circumstances unlikely to recur, they are of little value as guides through the mazes of future litigation. These company misrepresentation cases, however, are exceptions to the usual rule in this respect, for there is such a family likeness between them, and the facts in one case are so much *ejusdem generis* with those of another, that they are worth noting for this reason, and the decision of the Court upon one set of facts is a serviceable guide in founding an opinion upon another. For this reason all corporate misrepresentation cases are, at present at any rate, worth reporting.

The facts in the principal case we need not repeat here further than to remark that the judgment did not in the least turn upon the question whether or no Mr. Ross was entitled to rescission of his contract on the ground of *variance* between the prospectus and the memorandum of association. Mr. Ross, was, in the Vice-Chancellor's opinion, entitled to the relief he sought upon other grounds.

The scheme of the company, as stated in the prospectus, was, briefly—The purchase of building lands, the letting or re-sale of such lands, and the granting of advances to respectable builders and others for any purposes incidental to the objects of the company. The objects as set forth in the articles of association comprised, in addition to the "objects" mentioned in the prospectus: the construction *by the company* or other parties of sewers, roads, streets, gas or waterworks, houses, &c.," and all other things *of any and every description whatsoever*, either upon the lands acquired by the company, *or upon any other lands whatsoever*;" also, "the promoting

of any enterprise, whether by individuals or associations, which shall have for its object the making or doing, or aiding in making or doing all or any works or things which it shall seem expedient to have made or done," and besides all this, "the *doing* of all such matters and things" as should be incidental, &c., to the attainment of the above objects . . . . or should appear to the company "expedient to be done or carried on in connection therewith." Setting aside the consideration that a man who would join a company established for the purchase and re-sale of building land, and the making advances to builders and others, might not wish to be a shareholder in one which would actually of itself engage in building operations; setting aside this, it is difficult to imagine any enterprise whatever which would not come within the amply comprehensive terms of the latter portion of the memorandum of association. The company as there described does certainly appear to be a company established for negotiation and transaction *de omnibus rebus et quibusdam aliis*. Certainly the variation between the prospectus and memorandum of association is fully as strong as in several of those cases in which shareholders have been released upon that ground. There was, however, here this peculiarity: the articles of association were registered in February, 1865, whereas the prospectus did not make its appearance until the following May; but then the prospectus contained no reference whatever to the articles. In *Smith* v. *The Reese River Silver Mining Company*, 14 W. R. 606, the articles of association were expressly referred to in the prospectus, and Vice-Chancellor Wood remarked in his judgment upon that case that Mr. Smith was bound by the articles of association, but that he nevertheless had a right to rely on the *truth* of the statements contained in the prospectus. How far his Honour might have been inclined to extend this doctrine to the case where the ground of complaint is not misinterpretation, but variation, we cannot say; but, at any rate, where the prospectus does not refer to the articles already in existence, the general tone adopted by the Courts appears in favour of allowing the shareholder to rely on the prospectus, and not holding him concluded by the articles. It is quite probable, therefore, that, had no other *ratio decidendi* presented itself, Mr. Ross would have been discharged upon the ground of the variance between the prospectus and the articles of association.

The charge of misrepresentation was resolvable into two heads:—Misrepresentation in alleging that more than half of the first issue of shares had been subscribed for, and misrepresentation in statements respecting certain purchases of land. Upon the second head the directors appear blindly and wilfully to have adopted the statements of Mr. Sarl, their chief promoter; the Vice-Chancellor absolved them of anything worse than carelessness, but the statements which they had adopted proving to be in the main untrue, he held them, and through them the company, bound thereby.

The decision in this respect is an important one, for a wide door would be opened to fraud if directors were allowed to publish with impunity statements received, apparently without inquiry, from a party interested in the results of their promulgation. A somewhat similar question was suggested in the summer by the case of *The Glamorganshire Coal and Iron Company* v. *Irvin*, 10 S. J. 1058, and the decision of the Vice-Chancellor in the present case cannot, we think, fail to have a salutary influence upon negligent or otherwise culpable directors.

With respect to the first charge the Vice-Chancellor being of opinion that the agreement which had been entered into with Mr. Sarl could not be taken as a substantiation of the statement in the prospectus that "more than one-half of the first 2,500 shares had been subscribed, it followed that that statement was a gross misrepresentation. The agreement in question was a document addressed to the directors in the following terms:—

"Gentlemen,—I hereby subscribe for 2,500 shares in the above company, and I request you will allot that number to me or my nominees to be hereafter named, in such manner as I may direct at the time of allotment."

This document was signed by Mr. Sarl, and dated the 12th of April, and the plaintiff charged that the date was subsequent to the appearance of the prospectus. The defendants denied this, but assuming their denial to be true, and there is no proof to the contrary, it is certain that the effect of this agreement by no means comes up to what a reader of the prospectus would understand by a subscription for 2,500 shares. The promotion of companies is not usually regarded in the light of a more than usually honourable profession, and certainly the peep we now have behind the scenes does not tend to raise it in our esteem.

We are not aware of any other case in which the smallness of the share subscription of a completely incorporated company has been successfully relied on by a repudiating shareholder, and had it not been for the statement in the prospectus respecting the amount of the subscription, Mr. Ross could have founded no equity in this respect. We mention this because it is sometimes loosely stated that there are several decisions which rule that the smallness of a share subscription constitutes by itself alone a valid ground for repudiation. This is a misapprehension; the cases from which it has probably arisen are to be found collected in Mr. Lindley's work on Partnerships; they are those of *Fox* v. *Clifton*, 6 Bing. 776; *Pitchford* v *Davis*, 5 M. & W. 2; with others of the same class. These are old cases, and what is of more moment, are the cases of *inchoate* and not of completely incorporated companies. It cannot be denied, too, that some of these cases go far beyond the lengths to which our Courts are now accustomed to go in releasing shareholders from their engagements. They were decided upon the ground that the individual had agreed to become a partner in a concern possessing a certain capital, and was not bound to enter a partnership possessing a smaller one. The judgments of Lord Abinger and Barons Parke and Alderson, in *Pitchford* v. *Davis* (*ubi sup.*), very clearly enunciate this principle. Since the date of these decisions the distinctions between membership in a joint-stock company and membership in an ordinary partnership have been more clearly laid down, and the Courts have repeatedly pointed out at what points the analogy ceases, of which points this certainly is one. Indeed it is sufficiently obvious that those who subscribe for shares in a company are consciously taking their chance of the subscription reaching the amount proposed by the prospectus to be raised, and, but for the curious misconception we have noted as occasionally to be met with upon the matter, we should not have devoted so much space to the point.

To return to the Estates Investment Company, the result has been that Mr. Ross' name is ordered to be removed from the register, his deposit money to be returned, and the defendants are to pay the costs. The proceeding by bill has this advantage over that by motion under section 35 of the Companies Act, 1862, that by the former the applicant, if successful in his contention, may obtain at once the rescission of his contract and the return of his money, whereas if the proceeding by motion be adopted, the return of the deposit must be made the subject of a separate proceeding.

This case has, naturally enough, been much commented upon by our contemporaries, and it has been generally viewed as affording much encouragement to those shareholders in Overend, Gurney, & Co., who are now prosecuting their claims to rescission. But it should be borne in mind that (with the exception, perhaps, of the Vice-Chancellor's estimate of the value of Mr. Sarl's agreement respecting the 2,500 shares, and of the adoption by the directors of his statements) this case has told us little upon any point of law with which we were not acquainted before. It has long been settled law that misrepresentations in a company's prospectus invalidate the contracts for shares which have been thereby induced, where

those contracts were entered into with the company. If, upon the special examination which has been directed by Vice-Chancellor Kindersley in Overend, Gurney, & Co.'s case, that company turns out to have been, as some allege, really insolvent when its prospectus was put forth, then, no doubt, the case of misrepresentation is, in spite of the meagreness of that prospectus, quite as strong as that which has just been made out by Mr. Ross against the Estates Investment Company; but, as we have just said, the effect of corporate misrepresentation, as between company and shareholder, has long been determined. The main reason which our contemporaries have advanced in support of their assertions that the contention of these shareholders *must* fail, has been founded on the claims of the creditors of the company. Now, in the case of the Estates Investment Company, there was no creditors' equity to be considered; the company had not failed and was not being wound up, and consequently the creditors were not represented in the case. We would, however, remind our readers that the Vice-Chancellor Wood, in giving judgment in *Re Russian Ironworks Company* (*Webster's case*), 2 L. R. Eq. 745, expressed most unequivocally his acquiescence in the view taken by Lord Justice Turner of the creditors' equity question. We quote the following passage from the *Law Reports*:—"No doubt questions as to the rights of creditors may arise in these companies, and that point was pressed upon me in *Ship's case*, which, I understand, is being carried to the highest authority. My decision was affirmed by the Lords Justices, *and to that argument they answered* (*and I prefer their answer to any of mine*) *that the creditors trust the company, and not the members individually*, and that, after all, they really know the provisions of the statute, by which anyone improperly put upon the register can apply to have his name taken off; and, therefore, no credit they may have given to the company can entitle them to say that a man improperly placed upon the register can be kept there."

Upon the subject of creditors' equity in such cases, we have already written at length. In our last volume* we explained fully the distinction between the position of creditors of companies before and after the Companies Act of 1856, and we drew the attention of our readers to the fact that in *Ship's case*, 13 W. R. 599, and in other cases, the equity of creditors had been ignored by the Court of Equity. It may be, as we then remarked, that the magnitude of the scale on which the question is now presented to the Court may lead to an entire re-consideration of the question; it may even be that in the contention "duped creditor *v.* duped shareholder," the creditor may prevail, though a decision to that effect will be a practical overruling of the decisions of some most able judges, including in their number the Lord Justice Turner. We may remark, however, that the objection on behalf of the creditors is an objection *in limine*, and, if it be a valid one, the investigation of accounts, &c., and appointment of a special examiner is mere waste of time, so far as the motions to strike shareholders' names off the list are concerned. Had the Vice-Chancellor Kindersley been satisfied of the validity of this objection, it is improbable that he would have directed an investigation; indeed, it appears probable that a judge who attached any weight to that objection would have directed that point to be argued before him—a course which this most able judge did not think fit to direct.

These cases supply a notable instance of the different lights in which the same subject is viewed at different times. A few years ago, when comparatively few corporate misrepresentation cases had been brought before our Courts, public sympathy appeared to be entirely with the duped shareholder; the wind of popular favour seems now to be somewhat veering round, and the sympathy which was formerly bestowed upon the shareholder is in many quarters entirely withdrawn from him and bestowed upon the creditor; nay, this withdrawal is even accompanied by a direct antagonism to the shareholder, and that unfortunate personage is held up to reprobation and told that he ought to be ashamed of endeavouring to shake off his burden, because whatever he throws off must perforce light upon somebody else.

* 10 Sol. Jour. 1058.

JOINT-STOCK COMPANY—VARIATION BETWEEN PROSPECTUS AND MEMORANDUM OR ARTICLES OF ASSOCIATION.

Re The Russian (*Vyksounsky*) *Iron Works Company* (*Limited*), 14 W. R. 943.

It is often a matter of great importance to a person, whom it is sought to charge as a contributory of an insolvent company being wound up, to discover some method by which he may escape from the liability which would be imposed upon him if he were proved to fill that character; and, even when a company is not being wound up, there are cases in which persons, who have been placed upon the list of its shareholders, would gladly avail themselves of any way in which they could rightly repudiate the shares so registered in their names. Several cases have recently occurred in which persons registered as shareholders of companies have alleged that they agreed to take their shares upon the faith of representations contained in a published prospectus describing the objects and purposes for which the company was formed, and have sought to be relieved from the liabilities of shareholders upon the ground that the registered memorandum or articles of association of the company authorised the carrying on of a business materially differing from the objects of the company as defined by the prospectus. The decisions in these cases illustrate very usefully the principles upon which the courts proceed in determining questions of this nature.

The first case we will mention is *Ship's case*, 13 W. R. 450, 599; 2 D. J. S. 544. In that case Mr. Ship, on the 28th May, 1864, applied for fifty shares in a company, called the Scottish and Universal Finance Bank, and he paid at the time of making his application the sum of £50 by way of deposit. This application was written upon a printed form which had been sent to him with a prospectus of the proposed company. This prospectus stated that the objects of the proposed company were in effect the ordinary business of bankers, the making of advances on many different kinds of securities, dealing in bullion, issuing letters of credit and negotiating bills. At this time no memorandum of association of the company was registered, but on the 1st June 1864, registration of a memorandum was made, and the memorandum registered provided for the carrying on by the company of a much more extended business than that which was contemplated by the prospectus. Among other things stated in the memorandum as objects of the company were the obtaining concessions for the construction of railways and other works, the taking of contracts, and "generally to transact any business of bankers, bullion and exchange bankers, and of a merchant, contractor, and capitalist as principal or agent in any part of the world which may not in the articles of association, or by special resolutions of the company, be prohibited." Fifty shares were allotted to Mr. Ship in accordance with his application, and he appears to have afterwards paid £200 upon them, and his name was placed upon the register of shareholders. The company very shortly afterwards got into difficulties, and, in December 1864, an order was made to wind it up, and an official liquidator was appointed. In February 1865, Mr. Ship applied to the court, under sec. 35 of the Companies Act 1862, to have his name removed from the register of shareholders, upon the ground of the above stated variation between the prospectus, and the memorandum and articles of association. He swore that he was in ignorance of the provisions contained in the memorandum and articles until the time when the company failed. This application was opposed by the official liquidator, and it was urged on his part that, as between himself and the creditors of the company, Mr. Ship must

be liable for the debts of the company inasmuch as he had authorised his name to be placed on the register, and had permitted it to remain there for six months, thereby inducing persons to trust the company on the faith of his responsibility. It was also contended that the provisions of the memorandum and articles merely amounted to an extension of the objects stated in the prospectus, and not to a substantial variation. V. C. Wood, however, ordered Mr. Ship's name to be struck off the register, and this order was upon appeal affirmed by the Lords Justices. There could hardly be a reasonable doubt in this case that the difference between the prospectus and the memorandum amounted to a material variation in the nature of the business proposed to be carried on by the intended company. It might well be thought by a person reading the prospectus that the business of banking, dealing in bullion, and lending money on various species of securities, could be transacted by a joint stock-company with a reasonable prospect of success; while the same person might have an equally clear opinion that the business of a *concessionaire*, or a contractor, was not of a nature to lead to profitable results, otherwise than in the hands of an individual having a personal interest in its successful working. On this part of the case the V. C. observed—"Mr. Ship's name was registered as a member of a company for purposes as totally different from those stated in the prospectus, on the faith of which he took his shares, as if, having intended to take shares in a railway company, he had found himself a member of a steam-packet company. With respect to the company, therefore, the attempt to retain Mr. Ship's name upon the register was quite hopeless."

On the other question, viz. of the rights of creditors, his Honour is reported to have said—"The creditors must be taken to be cognizant of the circumstances. Mr. Ship had not signed his name as a subscriber to any undertaking whatever that the directors might choose to establish, but as a subscriber to a bank with a given field of operation. The creditors, when they saw that this breach of confidence had been committed, or rather that the authority given by Ship had been totally exceeded, were equally in the wrong with the proprietors, and could not insist upon retaining his name upon the register."

In giving judgment on the appeal Lord Justice Turner said—"It seems to me that, giving the most extended effect to the prospectus, it is impossible to say that the terms of this prospectus could warrant this gentleman being made a partner in a concern not in any sense as a banker, but as a merchant, a capitalist, or a contractor, and those are the terms of this memorandum of association. I think, therefore, that this gentleman never had any intention whatever of becoming a partner in any such concern as is provided for by the memorandum of association of the 1st June 1864, and that it is impossible to hold him bound by the contract which he is alleged to have acted upon." And with reference to the rights of creditors of the company his Lordship went on to say that it had been contended that the creditors had trusted Mr. Ship, as his name appeared upon the register of the company, and that the court could not interfere with their rights by striking Mr. Ship's name off the register. But his Lordship said—"The answer to that is this:—The creditors of the company trust the company, and those who are or may be members of the company. They do not trust individual members of the company, otherwise than as being members of the company. They do not trust men individually, but they trust them as members of the company, and if they are members of the company no doubt they are rightfully and properly liable to the creditors of the company. . . . . I am perfectly satisfied, upon the case as it stands, that this gentleman never intended to become, and never did become, a member of this company, and I therefore think that the order is right." A further question was raised in the argument of this case as to Mr. Ship's conduct in not having sooner repudiated his shares. On this point his Lordship said—"Undoubtedly, upon the evidence before us, we are bound to assume that up to the period of December, 1864, Mr. Ship had no knowledge of these transactions. If it had been shown that he had dealt, with knowledge of the memorandum of association of the 1st June 1864, the case would have been wholly different; but, as the case stands, there is a total absence of anything to meet what undoubtedly is the *primâ facie* case on the part of Mr. Ship, that he had no knowledge whatever of the memorandum of association of the 1st June 1864."

A similar question was raised before the Master of the Rolls in *Ex parte Briggs*, 1 L. R. Eq. 483. In that case Mr. Briggs applied for shares in a company called "The Hop and Malt Exchange and Warehouse Company." This company was formed in June, and the memorandum of association registered in July 1865. A prospectus was shortly afterwards issued, upon seeing which Mr. Briggs sent in his application for shares, and on the 28th July he was informed that 8 shares had been allotted to him. The prospectus stated that the articles of association might be seen at the office of the company's solicitors, but Mr. Briggs made his application without seeing either the memorandum or the articles of association. The principal object of the company as defined by the prospectus was to provide warehouse accommodation for the stowage of hops and malt; to provide space for offices and show rooms, and to establish subscription rooms and a club for growers, country dealers, and brewers. The memorandum of association stated, amongst other things, as objects of the company, the advancing of money to growers, merchants, or factors, upon the security of their crops and produce, or upon the security of dock or other warrants, or property of a like description; and one of the articles of association gave very large powers to the directors of advancing money upon hops and other produce, and other kinds of security. In this way it is clear that an object was introduced which in no way fell within the terms of the prospectus. Soon after the shares were allotted to Mr. Briggs he ordered his broker to sell them, and the broker accordingly effected a contract for their sale at a considerable premium, but the contract was never completed, because the committee of the Stock Exchange refused to appoint a settling day for the shares of the company. On the 24th August, soon after this refusal, Mr. Briggs endeavoured to repudiate his shares, but the company declined to release him, and he therefore applied to the court to have his name struck off the register. Mr. Briggs admitted on cross-examination that he had seen the articles of association before he endeavoured to sell the shares. In support of this application *Ship's case* was relied upon, and it was contended that Mr. Briggs was not affected with notice of the articles by reason of the statement, contained in the prospectus, that they could be seen at the solicitor's office. On the part of the company it was contended that the prospectus stated that the company was registered, and that this was enough to give notice of the contents of the memorandum of association. It was urged too that *Ship's case* was totally different, because there the company was not registered when the application for the shares was made, and it was further contended that Mr. Briggs' conduct in attempting to sell the shares after he became aware of the articles of association was fatal to his case. Lord Romilly, in giving judgment adversely to Mr. Briggs, appears to have mainly relied upon the question of conduct. His Lordship said—"I cannot, however, but admit that the articles of association go very much further than the prospectus, and, indeed, contain powers which the prospectus would not induce any one to expect to find in them; and I do not mean to express any opinion, whether I could, if it turned on that point alone, hold that their clauses are or are not inconsistent with the prospectus, or at variance with it to such an extent as to amount to a fraudulent misrepre-

sentation, and thus enable the applicant to get rid of his shares. But I think, in the circumstances of this peculiar case, and upon the evidence before me, it is not necessary to decide that question, for it is established, by the evidence given on the cross-examination of Mr. Briggs, that after he was acquainted with the provisions of the articles of association he consented to keep the shares, and exercised acts of ownership over the shares wholly inconsistent with the repudiation of them. He gave instructions to his broker to sell the shares for the account, and the contract was actually entered into by the broker for that purpose, at a premium of 50s. per share, in accordance with such instructions, and all this was done after Mr. Briggs had obtained notice of the articles.

"It is clear that it was the determination of the committee of the Stock Exchange, and not the contents of the articles of association, that induced Mr. Briggs to require his shares to be taken back; and I consider that his acting as owner of the shares, and endeavouring to sell them, after knowledge of the articles, is an acquiescence therein, and that he cannot now complain of this, or ask to have his money returned to him. I must therefore refuse the application."

The case mentioned at the head of this article came before V. C. Wood in June last. There the prospectus of the company was issued in April, 1865, before the registration of any memorandum of association. Upon seeing the prospectus a gentleman named Stewart applied for twenty shares in the company, and these shares were allotted to him in the same month of April. After the allotment to him was made the memorandum of association was registered. The prospectus stated that the company was formed "for the purpose of acquiring and extending the well known ironworks established, and in successful operation for a long period at Vuicksa, in Russia." It then stated that it was proposed to buy an existing lease, which had 37 years to run, of the property on which these ironworks were situate, and that it was intended to provide a sinking fund out of which at the expiration of the lease all the called-up capital of the company would be returned to the shareholders.

The memorandum of association stated (*inter alia*) the objects of the company to be—"The acquiring, leasing, and working iron mines and works in Russia." . . . "The acquiring lands in Russia, and the erecting of all buildings thereon necessary for any of the objects of the company, and the leasing or otherwise disposing of the same." Articles of association were afterwards framed in accordance with the memorandum, and thereby power was given to the directors to increase the nominal capital of the company. It is at once evident that here there was an important difference between the prospectus and the memorandum of association. By the former the objects of the company were confined to the existing ironworks at Vuicksa, with the addition of whatever might be fairly included under the description of an "extension" of them; while by the latter the company was empowered to carry on iron-works anywhere in Russia. Moreover by the former the land to be acquired by the company was leasehold, held for a comparatively short term; whereas, according to the provisions of the latter, the company might acquire land of any tenure, and situate anywhere in Russia. The provision in the articles which enabled the directors to increase the capital of the company was objected to by the committee of the Stock Exchange, and a meeting of the shareholders of the company was held in September 1865, for the purpose of altering the articles in this respect. Mr. Stewart attended this meeting, and wrote down his name as a shareholder present thereat. He also made some unsuccessful attempts to sell his shares. He swore that he never saw the memorandum or articles of association until the 30th May 1866, and on the following day he served the company with a formal notice, repudiating his shares, and demanding repayment of what he had paid upon them. The company insisted that he was bound by his acceptance of the shares, and he therefore applied to the court to have his name taken off the register. V. C. Wood granted his application. His Honour confessed himself unable to distinguish the case from *Ship's case*, and he said that the principle of that decision was this—"that the directors cannot be allowed to obtain the consent of a man to one contract, and then to substitute another contract in lieu of it, which shall be binding on him," unless (as his Honour went on to say) he had actual, or necessarily implied notice of the substituted contract. His Honour had no doubt that there was a very material variation between the prospectus and the memorandum; a variation amounting to a substitution of a contract to which Mr. Stewart had not given his consent. Upon the evidence his Honour was satisfied that there was nothing to affect Mr. Stewart with notice of the memorandum or articles, and with respect to the question of acquiescence his Honour said—"as regards acquiescence, it stands on this ground, not that you can fix a man with any contract which he has not entered into, on the mere ground of delay, until you have brought home to him the fact that he was aware there was any such change in the contract, but he may have done such acts as to embarrass those against whom he is seeking relief, which may affect his co-shareholders or others who do not stand in the position of directors If you find he has done such acts he is precluded, and he has only himself to blame if he did not make inquiry before he committed himself to the company. As for instance, the taking of dividends might be one of such consequences. All I find is that he has attempted to sell his shares, and has attempted to get profit by the sale of his shares; but he has not sold the shares, he has not parted with them, and he has them still. The company is not the worse, and nobody else is the worse for what he has done, and therefore he is not precluded from relief by his having embarrassed his case with the rights and interests of third parties." This decision was very shortly afterwards on appeal affirmed by the Lords Justices. Lord Justice Turner, after discussing a question raised in the arguments respecting the summary jurisdiction under the Companies act, said—"Then there arises the second question, whether there is or is not such a variation, between the terms of the prospectus and the terms of the memorandum, as would entitle this gentleman to have his name removed from the register? Upon that I really have not felt throughout one single moment's doubt; because, upon the terms of the prospectus, it is clear to my mind that this company was put before the public as a company to be established for the purpose of working the Vyksounsky iron works only; and with reference to those words in the prospectus which were relied upon, about 'extending the operations,' I take them to mean extending those operations for working the Vyksounsky iron works which are mentioned in the prospectus. I cannot think that under these general words, 'extending the operations,' it was meant to extend them to other iron works in other countries or even in Russia." His Lordship then went on to say that it was obvious that the memorandum authorised the carrying on of iron works anywhere, at least in Russia, and he said that he thought it went much further than that, so far in fact as to convert the company into a company for the purchase of land, and his Lordship said that there could not in his opinion be a more substantial variation between the contract on the footing of which Mr. Stewart entered into the company, and the effect attempted to be given to that contract by the memorandum. On the question of conduct his Lordship thought that there was nothing to preclude Mr. Stewart from obtaining the relief he sought. He thought there was nothing to fix Mr. Stewart with knowledge of the alteration which had been made, and then his Lordship observed—"If there had been evidence of his receiving dividends, or doing acts of that description, as a partner, I agree that he would be held to be bound by it. But I cannot see my way to bind him, unless I can show that

he had knowledge of the alteration that was made." The appeal was therefore dismissed.

Between these three cases there is a good deal of similarity, at least as far as the question of variation goes. We think that in the principal case the variation was less extensive than in the other two cases, for it appears to us that in the iron works case the effect of the memorandum was not, as it clearly was in the other cases, to authorise the carrying on of a business of a nature entirely different from that contemplated by the prospectus. If, however, Lord Justice Turner's construction of the memorandum in the iron works case be correct, viz. that it authorised the carrying on of the business of a land company, probably the variation was as great there as in the other cases; but, independently of that provision, his Lordship appears to have thought the variation sufficient to entitle Mr. Stewart to relief. At any rate from these authorities it is plain that a substantial variation between the memorandum and the prospectus will entitle a person, who applied for shares upon the faith of the statements in the prospectus, to repudiate the shares allotted to him, at least in a case where the memorandum was not registered till after the shares were allotted to him. If the memorandum or articles were actually referred to in the prospectus as registered, the point seems more doubtful, but it appears to us that the same principle applies, provided that the person desiring to repudiate his shares cannot be fixed with actual notice of the contents of the memorandum or articles. These cases also throw a good deal of light on the question of what amounts to a substantial variation.

Upon the question of conduct there seems to be some difference between the judges. It is clear that as soon as the shareholder becomes aware of the variation, if he means to repudiate his shares, he is bound to do so at once, but it appears not clearly settled to what extent an attempt to sell the shares amounts to acquiescence. In Mr. Stewart's case nothing was actually said by the court of appeal upon this point, though Mr. Stewart's attempts to sell his shares were in effect held not to have precluded him from afterwards repudiating them. But his attempts to sell were altogether unsuccessful, and moreover they were made before he became aware of the variation. On the other hand Mr. Briggs, though he did not succeed in selling his shares, actually entered into a contract for their sale, and was only prevented from carrying out this contract by reason of a regulation of the Stock Exchange. We believe that all contracts entered into by means of members of that body are made subject to its regulations, and this fact would prevent the enforcement of specific performance of such a contract not in accordance with those regulations. A more substantial distinction between the cases is that Mr. Briggs gave instructions to sell his shares after he became aware of the variation; whereas Mr. Stewart's attempts to sell had, as above stated, definitively failed before he had discovered the variation. If, however, the true ground be that stated by V. C. Wood, viz., that a shareholder would be precluded from relief if he had embarrassed his case with the rights and interests of third parties, it certainly appears to us that the former, at any rate, of these distinctions cannot be maintained, for, if there could be no right on either side to specific performance of Mr. Briggs' contract, then his case was as unembarrassed with the rights and interests of third parties as was that of Mr. Stewart.

We are not aware whether there is any intention of presenting an appeal in Mr. Briggs' case, but it would be an advantage to the profession and to the public that his case should be reheard. Whether it would be an advantage to himself is more dubious.

The Imperial Court of Riom (Puy-de-Dome) has just decided that the epithet "female" applied to a woman constituted an insult.

COMMON LAW.

Rateability in respect of Incorporeal Rights.

Reg. v. *The Guardians of the Poor of the Union of Battle*, Q. B. 15 W. R. 57.

The anomalies of the law of rating to the poor give rise to not a few and not the least difficult of the questions discussed in Westminster Hall. One of these questions, which has been under discussion before, came before the Court of Queen's Bench in the principal case. The case would not have had any great interest in itself, but for the incidental discussion of the general principle of the rateability of land where its value is increased by right of shooting, and for the unwillingness of the Court to follow the case of *Reg.* v. *Thurlstone*, 7 W. R. 192. The case itself was briefly that the owner of an estate, reserving a small portion in his own occupation, let the remainder with the right of shooting over the whole. The question was whether, as he had parted with the shooting, in rating him for the portion of the land which he retained in his own occupation, the value of the shooting over it was to be considered. The argument on one side was that the right of shooting was completely separated from the occupation of the land, and was therefore not to be taken into account; that on the other side was that it was immaterial whether the profit came in the shape of a right to the game, or of the money received from another in respect of that right. This latter view prevailed, and it was plainly intimated that if the case of *Reg.* v. *Thurlstone*, where a tenant without the right of shooting was held to be only rateable on the value of the land, omitting all consideration of the shooting, had been under discussion for the first time, the decision would have been different. The law, then, as it at present stands, is that where the occupier has the right of shooting and exercises it himself or allows others to exercise it, it must be taken into account in estimating the amount of the poor-rate he must pay, but where the occupancy is severed from the right, the latter escapes rating as completely as if it were valueless. Thus, for instance, an owner of moorland, worth for pasturage a merely nominal sum, and for shooting £300 or £400 per annum, need pay no poor-rate (except as he is affected by the trifling amount payable by the tenant of the pasturage), provided he lets the two to different persons. That it should be possible to reduce the rateable value of land without in the slightest degree affecting its real value is certainly a proposition as anomalous as it is incontestable.

A feeling of the extraordinary nature of this proposition seems to have called forth the judges' comments on the case of *Reg.* v. *Thurlstone*. The Court did not clearly express the reason for their dissatisfaction with that decision. It is difficult to say that a tenant shall be rated for that of which he has not the beneficial occupation, and it is equally difficult to draw any distinction between a tenant of an estate with a reservation of valuable rights to the owner and a tenant of an estate with a reservation of part of the estate itself to the owner. In either case the tenant cannot be rated for that which he does not possess, and the fact that valuable property escapes rating ought to be used as an argument for altering the law and not for rating the tenant. The reason is not far to seek, for the anomalous state of things on which we have been commenting, as for some other anomalies of rating, such as that occurring in the case of compound householders (see *Reg.* v. *Hampton*, 15 W. R. 43.) It arises through the fact that the owner of a tenement was formerly almost invariably the occupier. While the occupier was also owner everything that enhanced the value was, as a matter of course, indirectly rated. When, however, the owners ceased to be also occupiers, many things from which the occupier got no direct profit, escaped rating. The statute 59 Geo. 3, c. 12, was passed to remedy a portion of this evil, and the preamble may be quoted as bearing curiously on the

present question. "It hath been found," says the statute, speaking of houses let out in lodgings or for short terms, "that in many instances the persons letting such houses do actually charge and receive much higher rents for the same, upon the ground and expectation that the occupiers thereof cannot be effectually assessed to the poor's rates, and will not be charged with or required to pay such rates, and do thus obtain an undue advantage to themselves, and by means of the premises the other inhabitants are unjustly compelled to pay much more than their fair and due proportion of the charges of relieving and maintaining the poor." Power was given in certain cases to assess the owner of a house, and no doubt by that means most of the inequality complained of was removed; but the statute, though right in principle, has but a limited application. Perhaps the most singular instance of escape from the burden of poor rate occurs in the well-known case of a mine, not being mentioned in the statute of Elizabeth: mines, with the exception of coal mines, are not rateable to the poor, and this singular result follows:—Where a mine is let to a tenant the landlord cannot be rated in respect of the profit he derives from it unless he takes that profit in the shape of unsmelted ore, when, as this is not rent, but a portion of the land itself, the landlord is rateable for it. Nothing would be easier than to multiply examples, but we will only refer to one which was put in the argument of the principal case. It was suggested that if a right of way is granted for valuable consideration by the occupier, the rateable value of the land would not, as might at first sight be supposed, be increased, but on the contrary, diminished, since the money value received would not be considered in determining the rate, while the value of the land independently of this might be lessened. Whether this is so in this particular case or not, it is apparent that the law has not kept pace with the changes of social life; and inequalities are introduced such as that complained of in the statute from which we have quoted, and the burden of poor rates is not only imposed unequally upon lands under precisely similar circumstances, but the amount to be levied on any one estate may vary very greatly although the absolute value may remain unaltered.

Some change under this state of circumstances would seem to be imperative. The rule of only rating the occupier of the land cannot, as we have shown, be maintained without great injustice under the entirely different social conditions that now prevail. Practically the owner pays the rates through the occupier, and in so far as it carries out this result the principle of rating the occupier is blameless. There is, as we have also shown, what to some minds is invaluable, namely, a precedent for Legislative interference.

We would therefore suggest that the obvious change required is to make incorporeal hereditaments rateable. The rateable value of a tenement should be ascertained on the simple footing of the price at which it would let to a tenant were the letting to include everything that in the hands of the landlord would go to enhance its value, and quite independently of the question of mere occupancy. When the rateable value is thus determined, the amount could be very easily apportioned among the occupiers of the various corporeal or incorporeal hereditaments that go to make the whole property rated. Thus in the case of the moor that we have supposed, escaping with a mere nominal rating—the tenant would be rated on the value of his occupation, and the *occupier* of the shooting, whether the owner or his tenant, on the value of the shooting.

Our object is not to go into detail, but merely to urge the adoption of a general principle, otherwise we could show that apart from justice, which ought in itself to be a sufficient recommendation to this scheme, the duties of assessment committees would certainly not be rendered more difficult than they now are. Many of the difficulties that arise are from claims of exemption. Were property rated on a broad and equal basis, these questions at least would disappear, and though their place would be supplied by a certain difficulty of apportionment, the rent paid by a tenant would become, much more than it now is, a fair index to the amount that an hypothetical tenant would pay. In this way also the matter would gain in simplicity, a consummation devoutly to be wished for, as everyone who has been concerned with rating will readily admit.

REVIEWS.

A Digest of Moohummudan Law on the subjects to which it is usually applied by British Courts of Justice in India. Compiled and translated from authorities in the original Arabic with an Introduction and Explanatory Notes. By NEIL B. E. BAILLIE, Member of the Royal Asiatic Society, Assistant Secretary to the Indian Law Commission, and formerly Government Pleader in the Court of Sudder Dewanny Adawlut, and an Attorney of the Supreme Court of Judicature at Fort William, in Bengal. London: Smith, Elder, & Co. 1865.

A very laborious work, undertaken with the greatest care by one thoroughly competent to his task, must necessarily command a certain degree of admiration; and, although to members of the profession of the law in England the utility of this work is limited, we must still accord to it that meed of praise due to a book successful and complete of its kind. In his preface our author says that the volume "is intended to exhibit the doctrines of the Hanifeea sect on all the subjects to which the Moohummudan law is usually applied by British courts of justice in India. The founder and acknowledged head of the sect was Aboo Huneefa; but his two disciples, Aboo Yousuf and Moohummud, attained to so great eminence as expounders of his doctrine that they are usually styled his companions, and their opinions are quoted by his followers as of scarcely less authority than those of the master himself. The Hanifeea is the first and by far the most numerous of the four Soonnee or orthodox schools of Moohummudan lawyers. Its doctrines are law in the Turkish Empire, and generally throughout the Mussulman countries of Asia, with the exception of Persia, where the Shia is the prevailing sect. The Moohummudan sovereigns of India were Soonnees of the Hanifeea sect, and the Hanifeea code was the general law of the country, so long as it remained under the sway of Moohummudans." As a digest this book is rather a compilation than an original work, and is in fact founded chiefly on the great digest of Moohummudan law prepared by command of the Emperor Aurungzebe Alumgeer, but at the same time a very large proportion of the work has been collected and arranged by the author himself. Laws relating to marriage and inheritance and to matters of contract appear to be made applicable in India, by Act of Parliament, to all suits between Moohummudans at the presidency towns, and accordingly the decisions bearing on points connected with these laws are alone treated of here. They embrace, however, an extensive range of subjects of which marriage and divorce occupy by far the largest space. For an account of the strange customs prevailing among Moohummudans with regard to marriage we must refer our readers to the work itself, for it would be beside our purpose to do more than state that many of them are curious and many simply disgusting.

One train of ideas, induced by a perusal of this work, reminds us how very recently the people of India have begun to emerge from a state of absolute barbarism. Every solemn act such as a will or a settlement is equally valid whether made orally or in writing, and only requires the presence of witnesses who must actually have seen and heard what took place. Generally there must be at least two male, or one male and two female witnesses, a proof that the veracity of females is not implicitly relied upon. Our author describes the procedure in Moohummudan courts of justice as very simple. "The parties appear in person before the judge, and the plaintiff states his case orally. This must be done in such terms as sufficiently to indicate the subject of claim, the cause of liability, and, if the cause be complicated, the conditions which are necessary to its validity. If the statement is satisfactory on these points the claim is pronounced to be valid, and the defendant must answer by yea or nay. If it is not valid he is not obliged to answer. If the defendant denies the claim the judge then says to the plaintiff, Have you any proof? If he says No, he is told he is entitled

to the oath of the defendant; and if he require it the defendant is called upon to confirm his denial by his oath, with the alternative of judgment being pronounced against him if he refuse. If the plaintiff has witnesses he produces them and requests that they may be examined. Whereupon the judge directs their evidence to be taken down on separate slips of paper. After which the depositions are read to the witnesses and they are required to repeat the words of testimony verbatim after the judge himself. When this has been done the proceedings are reduced to writing in the form of a *muhzur*. After this, if the judge is satisfied that the witnesses are just or righteous persons, he accepts their testimony, and then gives the defendant an opportunity of offering any *dufd* or plea he may have in avoidance of the claim, such as satisfaction or release. If he has none judgment is pronounced against him, and the whole proceedings, including a repetition of the *muhzur*, are recorded in what is termed a *sijil*."

Of necessity, therefore, the evidence must be direct and not circumstantial, and, in fact, we are informed that Moohummudans know little or nothing of circumstantial evidence, and that, as a result, the evidence presents but few points for contradiction, and is rarely shaken in cross-examination. As a fact the evidence of witnesses is very generally believed to be false, and little or no credit is ever given to it by the judges, and that because it is known that any number of witnesses can easily be found to any fact necessary to be established, provided that no regard is had to their character, and an oath is the only test of truth. The useless mockery of a solemn trial of an issue between two parties on evidence, sustained by witnesses probably perjured and certainly not credited by the judge, is still the form in which justice is administered in India even under the rule of Queen Victoria, and the author may well direct the attention of legislators to the glaring and disgraceful fact.

Unlike most of our digests of English law and practice, no names of recorded cases are given, and for this very reason, that the book is evidently intended more for the information of the general reader in England than for the service of the legal practitioner in India. As a work of this description it will find many readers in this country whom a perusal of it will amply repay.

The Contract of Pawn. By FRANCIS TURNER, Barrister-at-Law. London: Jackson and Keeson; Stevens & Sons. Manchester: John Heywood.

The author of this book has collected the law on the contract of pawn from various sources, chiefly from Story and Sir William Jones. To the works of those learned writers frequent reference is made, and in many instances the text consists of sentences extracted from them word for word. We make no accusation against Mr. Turner on this account, but of course the circumstance deprives his book of all claim to originality. The statutory rights and liabilities of the pawnor and pawnee are also discussed, and the statutes themselves are given in an appendix. The legal portion of the work is introduced by a rather lively sketch of the history of pawning.

The Practice of the Referees' Courts in Parliament, in regard to Engineering Details, Efficiency of Works, and Water and Gas Bills, with a chapter on Claims to Compensation. By JOHN SHERESS WILL, Esq., of the Middle Temple, Barrister-at-Law. London: Stevens & Sons, 26, Bell-yard, Lincoln's-inn.

During the last session of Parliament the want of some compendium of the decisions of the referees was very much felt. Before the institution of the courts of the referees, contested questions of engineering or of estimates were extremely rare. Before the committee appointed in the end of session 1865, to inquire into the operation of the courts of referees, a leading counsel, of great experience at the parliamentary bar, stated that in the whole course of his experience before the referees' courts were established he had known of but one case in which a bill was thrown out for the insufficiency of the estimate. A glance, however, at the work before us will show how the referees have practically created business for themselves. In the great majority of cases the sufficiency of the estimate is challenged, and in a great number of cases the estimate is reported insufficient, the effect of which, by standing order 96, is that the bill cannot be further proceeded with. The same observations might be also applied to questions of estimates. Before 1865 no one ever heard of a bill having been defeated owing to an objectionable junction or an injudicious facing point, or a clumsy back shunt. These were objections which the committees were always unwilling to go into. Since then, however, the referees have made the smallest technical points of engineering and estimates matter of important controversy. It is under these circumstances absolutely necessary for counsel, and for the solicitors and engineers of the promoters and opponents of bills, and, indeed, for the referees themselves, to have convenient access to their past decisions. The referees in their reports to the House detail the facts of the case as well as their views, but unfortunately these reports refer to so many different matters, and are necessarily so confused, that it is impossible to make any practical use of them in court; added to this, their form is bulky and unwieldy, being printed in the supplement to the notes of the House, and, indeed, only obtainable by purchasing the entire votes and proceedings.

These circumstances vastly increase the desirability of having some treatise on Parliamentary engineering and estimates to which engineers, lawyers, and all concerned might refer as to how the law stands with reference to particular points. Suppose a line is proposed joining another line near a station, we have only to look into Mr. Will's book to see all the engineering objections to which it would be open under the circumstances, and the weight which the referees are in the habit of attaching to such objections. It enables anyone to see, within the compass of a few pages, what amount of interference with the line, station, sidings, bridges, embankments, signals, &c., of another company will be sanctioned, and what will be considered objectionable in an engineering point of view. Suppose it is proposed to interfere with canals, this work will show anyone consulting it how much interference with the waterway, sidings, towing-paths, or private tramways will be tolerated. Suppose private property is to be interfered with (as must necessarily be the case), we have here a guide to the mind, as it were, of the referees, as to how objections on that score are to be dealt with. As an illustration of the kind of information contained in the book, we quote a portion of a section under the heading "Junction of a proposed narrow gauge line with a broad gauge line, and *vice versa*:—"

"Such junctions are frequently proposed, but of course can be entertained only where the laying down of an additional rail is contemplated, converting the narrow guage line into a broad guage line as well, or the broad guage line into a narrow guage line as well. Thus in the Ogmore Valley Railway (No. 1) Bill, 1865, 420, the promoters having proposed to effect a junction with the Ely Valley Extension, it was objected that, that line being broad guage, a narrow guage line could not join it. The promoters replied that the Ely Valley Company had the power, and also the intention, to lay down a third rail for narrow guage, and the referees reported that there were no engineering objections."

The chapter on estimates is particularly valuable to the practitioner, containing, as it does, a detailed examination into all the grounds on which estimates are usually attacked, whether from the quantities or prices being understated, or from claims to compensation not being taken into account or being under-estimated. We will trouble the reader with another quotation for the purpose of illustrating what we say:—

"In the Swansea Vale Railway Bill, 1866, 245, power was taken to lay down an additional rail or rails, so as to allow the passage of carriages adapted to the narrow guage, over a certain part of the South-Wales Railway and over the whole of the Swansea Harbour Railway. The cost of laying such rails would amount to £5,250. It was admitted that the expense of laying such rails was not included in the estimate, and that no estimate had been made or deposited for the same, the promoters stating that they were under the impression that an estimate was not necesaary. The referees reported that 'if it were necessary that the cost of laying the said rails should be included in the estimate the deposited estimate is insufficient, but the referees have every reason to believe that it has not been the practice to deposit an estimate of the expense of laying down an additional rail upon an existing line, and are therefore of opinion that the estimate is sufficient.'" The book also contains two useful chapters on the proofs necessary in water and gas bills. Altogether Mr. Will's work is likely to prove a useful book of practice for counsel, agents, and engineers, and a well digested compendium of the past decisions of the referees.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor MALINS.)

Dec. 6.—*Ormandy* v. *Okell.*—This bill was filed to set aside a deed dated in January, 1862, whereby the plaintiff conveyed certain property producing £70 a-year to George Okell and J. Perry Godfrey, in trust for Ellen Cookson for life for her separate use, with remainder to her children; and in default of children to Ellen Cookson absolutely. The plaintiff's case was that, at the time in question, he got into very intemperate habits, and was emaciated in body and enfeebled in mind when the deed was executed, and that it was prepared on the sole instructions of Cookson and his wife, the deed being prepared by Godfrey. The deed contained a covenant by Cookson to maintain the plaintiff during his life, supplying him with lodging, washing, and medical attendance and travelling expenses. It was alleged that the plaintiff wished to see Mr. John Peacock, who had been his family's solicitor, but that he was not consulted, nor was anyone but Godfrey, and that the Cooksons paid for the preparation of the deed. It was also alleged that the plaintiff believed the deed related only to his life interest.

Mr. *Glasse*, Q.C., and Mr. *Ince* appeared for the plaintiff.

His HONOUR asked who appeared for the defendants.

Mr. *Baily*, Q.C., and Mr. *Berkley* said they appeared for Mr. Godfrey. (Mr. Okell was dead.)

Mr. *Taylor* for the infant Cooksons.

After some discussion it was arranged that Mr. and Mrs. Cookson should appear, they having been served.

His HONOUR said he would hear counsel to show why Mr. Godfrey should receive any costs.

Mr. *Baily* then referred to *Harrison* v. *Guest*, where a very similar deed was decided to be valid.

The VICE-CHANCELLOR said this was a case in which the plaintiff, being in a humble station of life, and living with parties who naturally obtained an ascendancy over him, they instructed a solicitor to prepare the deed, by which the plaintiff divested himself of all his property, making him thereby a pauper. There was no serious attempt to support this deed, and it would be lamentable if, on the doctrines of this Court, it could be sustained. His Honour had only heard counsel on the question whether the solicitor thus constituting himself trustee could get costs, and thus turn it to his own advantage. The plaintiff said that he understood that the deed dealt only with his life estate, but that was denied. He must have been more than insane to have reserved nothing to himself, and no solicitor should have prepared such a deed unless it had been of this life interest only, or contained a power of revocation, it being in favour of mere strangers with whom he casually resided. The solicitor lamentably failed in his duty in so acting for a man incapable of protecting himself, and the Court would fail in its duty unless it decided that Mr. Godfrey was not entitled to any costs. The deed must be set aside; there must be a reconveyance, and a decree as to Cookson and wife with costs.

The infants must have their costs.

ARCHES COURT.

Nov. 26.—*Flamank* v. *Simpson.*—The technical point raised by the Queen's Advocate for the defendant, as to whether the omission of the words in the charges before the Commissioners, "within the last two years," was fatal to the progress of the case, involved, it will be remembered, several questions of disputed ritual, of which a report has previously appeared in our columns.

The *Queen's Advocate*, Dr. *Deane*, Q.C., and Mr. *Hannen* appeared for the defendants, and Dr. *Archibald Stephens*, Q.C., Dr. *Swabey*, and Mr. *Droop*, for the plaintiff.

Dr. LUSHINGTON, in a judgment of some length, stated that his decision would entirely turn on the objection as to the omission of the words "within two years," and after citing various authorities he decided that, as the offences alleged were continuous ones, and the charges were made in the present tense, he thought the objection did not apply, and he therefore dismissed the application of the Queen's Advocate, more especially as the words appeared in the letters of request; and that court was not one of appeal from the commissioners on such a point.

Sir *R. Phillimore* then asked for leave to appeal.

The learned Judge said he was prepared for this, and, after remarking on the discretion vested in him, and the objections to exercising it unnecessarily, he said that this case being one of a criminal nature, and to obviate any notion of a denial of justice, he should permit it; and did so the more willingly as he hoped that by this means the discussion of doctrinal points might be avoided, and that no time must be lost in prosecuting the appeal.

Dr. *Stephens* urged that some time for entering this appeal might be fixed.

Dr. *Deane* stated if his learned friend were better acquainted with the rules of the Privy Council, he need have no anxiety on that point.

COURT OF QUEEN'S BENCH.

Dec. 4.—*The Queen* v. *Hall and Another.*—This was a prosecution arising out of the now celebrated cause of *Bouillon* v. *Vallentin*, and *Vallentin* v. *Hall*, for a conspiracy against Mr. Hall, M. Vallentin's attorney, and Lafoucarde, one of the witnesses.

Mr. *Coleridge*, Q.C., Mr. Sergt. *Ballantine*, Mr. *Rees*, and Mr. *Poland* appeared for the defendant Hall; Mr. *Ribton*, and Mr. *H. F. Lewis* for Lafoucarde. No one appeared for the prosecution.

Mr. *Coleridge* said he appeared with the other learned counsel for the defendants, but he understood there was no prosecutor present.

The LORD CHIEF JUSTICE said, that being so, the only thing the jury could do was to return a verdict for the defendants.

Mr. *Coleridge* said that notice was given yesterday to Madame Vallentin's late and present attorney that a verdict would be taken for the defendants if they did not appear.

The jury then returned a verdict of not guilty.

The defendant Hall then surrendered to his recognizances on two charges of felony, and he was taken into custody by the tipstaff. A common jury was then impannelled, and he was charged with feloniously forging a copy of a record purporting to be a writ of *capias* against one Auguste Coulane, before then issued out of the Court of Exchequer.

No one appearing to prosecute, the jury returned a verdict of not guilty.

Mr. Hall was then charged for feloniously professing to act under certain false processes of the Court of Exchequer, viz., a certain paper purporting to be a copy of a writ of summons directed by one Auguste Coulane, and another, purporting to be a copy of a writ of *capias* against Coulane, well knowing the same to be false.

No one appearing to prosecute in this case, the jury acquitted the defendant.

COURT OF EXCHEQUER.

Dec. 5.—*Letchworth* v. *Viscount Ranelagh.*—The Hon. *G. Denman*, Q.C., and Mr. *Talfourd Salter* were counsel for the plaintiff; Mr. Sergt. *Ballantine* and Mr. *F. H. Lewis* appeared for the defendant.

This was an action by a solicitor residing at Hendon, a gentleman of the highest respectability, to recover from Lord Ranelagh a sum of £96 4s. for money paid and professional services rendered during his Lordship's candidature for Middlesex last year.

Mr. Sergt. *Ballantine* said the only question was whether Mr. Smith was the agent of Lord Ranelagh.

In cross-examination the plaintiff admitted that he expected to be paid by Lord Ranelagh, but not out of his own funds.

Some other local agents were called on the part of the plaintiff, and said that their claims had been satisfied, and that the defendant had not provided the money.

Mr. Serjeant *Ballantine*, in addressing the jury for the defendant, said that Lord Ranelagh had nothing to impute to the plaintiff, whose conduct had been most correct and proper, and whose charges were fair and reasonable. Lord Ranelagh would say that he had neither means nor inclination to enter upon a contest, and it was perfectly well understood that the funds were to be furnished by others, and the moment he was informed by letter that the funds were not enough to meet the expenses, he immediately withdrew from the election, in order that no further expenditure might be incurred. Under all the circumstances the jury might not be surprised at his Lordship coming into court, if not to save his pocket, at least to redeem his character from any imputation which had been cast upon it.

The LORD CHIEF BARON said, unless it could be shown

that the plaintiff had distinct notice that he was not to look to the defendant personally for payment, he was entitled to recover. The proceedings had vindicated the character of Lord Ranelagh, and shown that he has not recklessly exposed these gentlemen to expenses and liabilities.

The jury having taken the same view as his Lordship, found a verdict for the plaintiff for the amount claimed.

JUDGES' CHAMBERS, COURT OF QUEEN'S BENCH.

Dec. 5.—*Reg.* v. *Barry and Hayes.*—This was an application on behalf of the two police-constables, whose case has been so often mentioned already, for a writ of *certiorari* to remove an indictment found against them, and which charged them with conspiring together by committing perjury to procure the conviction of Dye and Pearce.

Mr. Serjeant *Ballantine* appeared to support the application; Mr. *Sleigh* for the prosecution.

The application was founded upon an affidavit, which put forth that the prisoners Barry and Hayes had each been tried for perjury upon substantially the same facts, and whereas one was acquitted the other was convicted of the charge; and further that the Recorder, who presided at each of such trials, had intimated his opinion that the indictment for conspiracy might very properly be removed into the Court of Queen's Bench and tried by a special jury.

Mr. *Sleigh* said he was not instructed to oppose the application. Of course the usual order requiring the defendants to give security for costs would be made, and he should ask that sufficient time should be allowed for inquiring into the sufficiency of the proposed sureties.

Mr. Serjeant *Ballantine* said the Commissioners of Police were instructing him, and he thought his learned friend (Mr. Sleigh) would scarcely press that application as against them.

Mr. Justice SHEE made an order that the indictment be removed to the Court of Queen's Bench, the defendants to find two sureties in £200 each, and that forty-eight hours' notice be given to the prosecution for inquiry as to the substantiality of the parties.

The trial will come on in February next before the Lord Chief Justice and a special jury.

COURT OF BANKRUPTCY.

Dec. 5.—*Business of the Court.*—His Honour said he was about to promulgate a rule by which he wished the proceedings of the court to be governed. Complaint had been made to him, and the complaint had appeared in some of the newspapers, that a day or two ago the Court did not sit until half-past twelve o'clock, by which it was said that several persons were grievously inconvenienced. He believed the fact was that one solicitor, whom they all respected extremely, was delayed, but it must happen sometimes when a case took up an unexpected time that the parties engaged in the other cases would be delayed. The sitting which delayed his appearance in court on Monday morning till half-past twelve was one which had not been fixed by his own Registrar, but by some other Registrar during the vacation, and when he found that it was likely to last all day he had adjourned the further hearing. It was quite true that on that day he did not appear in court until half-past twelve, but it ought also to have been stated that he was engaged in the private room with counsel before him from eleven o'clock until half-past twelve. However, he had resolved to adopt a rule, which, on conference with Mr. Commissioner Holroyd, he thought a proper one. The business in chambers was increasing so rapidly it was essential that a day should be fixed on purpose for it, so that it might not interfere with the public business. He proposed to fix Thursday for that purpose, on which day nothing but private business would be taken. On the other rotation day—Monday—no public business would be fixed for an earlier hour than twelve o'clock. That would give an hour on Monday, and all the day on Thursday, for private business. He hoped that this rule would not be productive of inconvenience to anyone.

Mr. Registrar Hazlitt then read the rule as follows:—"No sitting for last examination and order of discharge, or for either purpose separately, to be appointed for an earlier hour than noon on the days when the commissioner is the commissioner of the day. On Thursdays no sittings in court to be appointed for the commissioner."

(Before Mr. Registrar ROCHE.)

Dec. 6.—*In re W. Hopkinson.*—The bankrupt was described as a grocer's assistant. The case originally came before one of the criminal Courts, the bankrupt having been charged with perjury in an affidavit connected with a composition deed which he had attempted to carry through, and the jury found him guilty, but judgment was respited in order that he might give evidence in this court.

Examined by Mr. *Goodman*, solicitor for the assignees, the bankrupt said—Before my bankruptcy I executed and registered a deed of composition with my creditors. Mr. Bryant, of 20, Great James-street, Hoxton, is inserted in the list as an assenting creditor for £45. I do not owe Mr. Bryant anything. Mr. Bryant was asked to sign the deed. I did not say anything to Mr. Bryant to induce him to do so. My deed was not executed by Thomas Barnes, of Lewisham, but that person is reckoned in the list as an assenting creditor for £78 10s. Mr. Garner, of 22, Hornsey-road, appears as a creditor for £140, but nothing to speak of is owing to him—perhaps a sovereign. The deed was prepared for me by Mr. Welchman, an attorney's clerk. My deed has been signed by my solicitor for £17 1s. 4d., which was owing to him for preparing the deed. In the first instance I went to Mr. Welchman, clerk to the solicitor, and asked him to prepare the deed. The deed bears date the 27th of March, but that signifies nothing; the date was filled in afterwards. After I executed the deed I paid my solicitor. I became bankrupt upon my own petition. [The bankrupt named a number of other persons to whom he did not owe anything who were returned as assenting creditors for various amounts.]

In answer to Mr. Registrar ROCHE, the bankrupt said that he had never heard of Walter James, of Worthing, who was inserted as an assenting creditor for £65, until he saw his name in the deed. Welchman had informed him that to make the deed binding it would be necessary to obtain a majority in number of the creditors. Welchman asked him if he knew anyone who would sign the deed not being really a creditor. Witness said he thought he could get some signatures, and Welchman offered to get some others. He had not seen Welchman for the last three weeks, and he did not know where to find him.

CLERKENWELL POLICE COURT.

Nov. 30.—*Reg.* v. *Pinero.*—In this case, the facts of which have been already stated,* Mr. *Straight*, barrister, who attended for the prosecution, stated that, acting under the suggestion thrown out by the magistrate, the defendant had paid the whole of the money in dispute, and therefore the summons would now be withdrawn. Mr. D'Eyncourt allowed that course to be adopted, and the summons was discharged.

LAMBETH POLICE COURT.

(Before Mr. ELLIOTT.)

Dec. 5.—On the 24th of last month a report appeared in the *Times* under the head of this court of an application by a widow lady named Risk to Mr. Elliott, which was made the subject of comment in this Journal on two subsequent occasions. On Monday evening last the Mr. Croker, whose name appeared in that report, attended before Mr. Elliott, accompanied by Mr. Brooks, a barrister, to complain of it. Mr. Elliott expressed it as his opinion that there was nothing in the report that could be justly found fault with, but as there was one circumstance upon which he wished to have some information, namely, the cause of removing two prisoners from the Surrey Sessions to the Old Bailey, he appointed Wednesday last for the attendance of the officer in order to investigate the circumstances. On that day Mr. Croker also appeared and again called the attention of the magistrate to the report of the 24th of November last, from which it appeared to be, he said, the pervading impression that he had defrauded a widow lady of £4 15s.

The following conversation then took place:—

Mr. ELLIOTT.—There is nothing in the report to justify such an impression.

Croker.—I wish the public, though——

Mr. ELLIOTT.—What are you?

Croker.—I am manager of the Lambeth and Southwark Society.

Mr. ELLIOTT.—Whom does this society consist of?

Croker.—I will at once state that it was founded by my-

* 11 Sol. Jour. 105.

self twelve months ago. I do not wish to disguise that it was established by me.

Mr. ELLIOTT.—Then you, yourself, are the society?

Croker.—I am the manager.

Mr. ELLIOTT.—Do not call it a society; you are the person calling yourself "The Trade Protection Society." Is that so?

Croker.—It is so.

Mr. ELLIOTT.—And you had the authority to use the name of Foggo?

Croker.—Mr. Foggo has nothing to do with the society beyond being solicitor to it.

Mr. ELLIOTT.—How do you mean, solicitor to a society when there is none?

Croker.—If I choose to found a society I can do so, the same as the Marquis Townshend and others.

Mr. ELLIOTT said he saw no occasion to retract a single remark that he had made on the previous occasion. The proceedings then closed and Mr. Croker left the court apparently much dissatisfied with the result.

TAMWORTH POLICE COURT.

(Before Mr. T. C. S. KYNNERSLEY, Stipendiary Magistrate.)

Nov. 22.—Mr. *Shaw*, on behalf of the Tamworth guardians, applied, under the old statute, 43 Eliz. s. 7, for an order to compel one Thomas Joyce, the illegitimate son of Jane Smith, to maintain his mother, who had become chargeable to the Tamworth Union. He contended that illegitimate as well as legitimate children were included within the meaning of the Act, and liable to maintain, citing the opinions of various authorities in support of his argument.

Mr. *Cutler*, who represented Joyce, replied, contending that the Act under which the order was sought to be obtained referred to legitimate children only.

His Worship reserved judgment, and on Tuesday last said that the word "children" applied only to children born in wedlock, and did not extend to those who were illegitimate, and that he had no power to make the order of maintenance. At first sight it appeared strange that the question should never have been expressly decided in one of the superior courts, but the reason was that it really did not, on examination, admit of any substantial doubt. The case of *Reg.* v. *Maude*, 6 Jur. 646, was cited by Mr. Cutler; the Court of Queen's Bench held that the mother of an illegitimate child was not punishable under the Vagrant Act, 5 Geo. 4, c. 83, s. 4, for running away and leaving her child chargeable to the parish; the word "child" in that statute being held to apply to legitimate children only. But the words of the Vagrant Act are "any person leaving his wife, or his or her children, chargeable to the parish, shall be deemed a rogue and vagabond;" and in giving his judgment Mr. Justice Wightman lays great stress on the fact that in that statute and all the preceding statutes on the same subject the words "wives and children" were always placed together; and he thence inferred that only legitimate children were intended. Now in the Act of 43 Eliz., under which an order is sought to be obtained in this case, the words are simply "the father and grandfather, mother and grandmother, and the children of any poor person," and therefore the reasoning of Mr. Justice Wightman in that respect does not apply. But, if the words father and mother and children had applied to illegitimate children, where could have been the necessity for the statutes which expressly make the putative father and the mother of an illegitimate child liable for its support and maintenance. As, therefore, there is nothing in that statute to attach a liability to the mother, so *à fortiori* there is nothing to render an illegitimate child liable; and, as the application for an order is grounded on that statute only, and on no other, I am satisfied that I have no authority to grant it.

REGISTRY APPEALS (IRELAND).

Nov. 28.—*Irwin* v. *Gregg*.—This was an appeal from the decision of the Revising Barrister for Londonderry. The point involved was, whether the notice of objection served upon a voter should actually be signed on the day on which it purports to bear date. The Court of Exchequer Chamber in Ireland, which is the final court of appeal in registry cases, under the 13 & 14 Vict. c. 69, had held in the case of *Parkinson* v. *Brophy*, decided in Michaelmas Term, 1864, that the signing should actually have been on the day mentioned on the face of the notice. In the early part of the present year, however, the English Court of Common Pleas, corresponding for this purpose to the Court of Exchequer Chamber in Ireland, decided the case of *Jones* v. *Jones*, 14 W. R. 234, in opposition to the ruling in *Parkinson* v. *Brophy*, 15 Ir. Com. Law, 346. The Revising Barrister decided in accordance with the case of *Parkinson* v. *Brophy*, but his attention having been called to that of *Jones* v. *Jones*, he gave liberty to appeal.

Mr. *Harrison*, Q.C., with whom was Mr. *Hamilton*, addressed the Court in support of the decision in *Jones* v. *Jones*.

Mr. *Lawson*, Q.C., with whom was Mr. *M'Loughlin*, impugned that decision, and supported the ruling in *Parkinson* v. *Brophy*.

Mr. Justice GEORGE, in delivering judgment, held that the decision in the case of *Jones* v. *Jones* was right, and that a notice of objection need not be signed on the day it bore date.

Mr. Justice O'BRIEN, Mr. Baron DEASY, Mr. Baron FITZGERALD, and Mr. Baron HUGHES held that the decision in *Parkinson* v. *Brophy* should be upheld.

GENERAL CORRESPONDENCE.

In answer to "L. D.":—

1. Leaseholds not being within the statute *de donis*, A. will take what is called a conditional fee, *i.e.*, as soon as A. conforms to the condition of the grant, and has heirs of his body inheritable under the grant, he will be able to aliene the term absolutely: *Simpson* v. *Simpson*, 4 Bing. N. C. 333; *Stafford* v. *Buckley*, 2 Ves. 170.

2. Here the purchaser will take an estate to last as long as the husband lives; for in *Purdew* v. *Jackson*, 1 Russ. 1, it was held that the wife cannot assign her reversionary interest in any way, nor can the husband do so. 20 & 21 Vict. c. 57 (Malins' Act), applies only to reversionary personalty. See also *Tidd* v. *Lister*, 10 Hare, 140.

JURISDICTION OF FRENCH COURTS OVER ALIENS.

Sir,—I believe I have already alluded in your paper to the disposition which would seem to exist in the French courts to take more frequent cognizance of suits between foreigners. The original practice was to abstain from entertaining the suit where the defendant objected to the jurisdiction of the Court, and to refer the plaintiff to the courts of the country to which the former belonged. As international intercourse increased, a step forward was made, and in cases where the defendant could not prove some sort of domicile in his own country, the French courts have affirmed their jurisdiction. A further advance has been made in a recent case tried by the Third Chamber of the Imperial Court of Paris, which has besides laid down a doctrine of the law of arrest which seems more novel than orthodox.

A Mr. Dehaut de Lassus, of a family originally French, but subsequently settled and naturalised in the United States, had, in the course of a series of commercial transactions with an English house, Messrs. Philipps & Co., indorsed to them a bill of exchange, which was left unpaid, and upon which they sued and got a judgment against him in the Tribunal of Commerce at Paris, under which they arrested him as they might have done had he been a French citizen in the same predicament. Against that judgment Mr. Dehaut de Lassus appealed, contending that the French courts had no jurisdiction in the suit, it lying between two foreigners; that the Commercial Tribunal was not competent, he not being a trader; and that, at all events, he ought not to have been arrested and taken in execution, the plaintiff being a foreigner as well as himself; the right of arresting foreign debtors belonging only, as he contended, to French subjects. Upon these points the Imperial Court gave the following judgment:—"The Court, on the demurrer to the jurisdiction grounded on Dehaut de Lassus contending he is not a trader; Whereas the correspondence between the parties . . . proves that Dehaut de Lassus is in the habit of carrying on trading operations: On the demurrer grounded on the plea that the debt claimed did not arise from a commercial operation; Whereas the sum of 7,144 fr. demanded was the amount of a bill of exchange; Whereas, furthermore, it is certain that that bil of exchange was made in the course of the business o Dehaut de Lassus: On the demurrer grounded on the fac of both parties being aliens; Whereas it is optional for th French courts, especially in commercial questions, to tak

cognizance of suits between aliens: On the question of arrest and imprisonment: Whereas Messrs. Philipps are English subjects, and Dehaut de Lassus proves that he is not a subject of France but of the United States: . . . Whereas, if Article 1 of the law of the 17th April, 1832, enacts that imprisonment shall be ordered in commercial cases against all persons, the same article adds, 'Saving the provisions and exceptions hereinafter stated;' and the Article 14 of the same law, under the special title of Imprisonment for Debt between Aliens, applies expressly only to judgments given in favour of French subjects; whence it follows that the privilege of imprisoning can only be claimed against a foreign debtor by a French and not by an alien creditor: On the damages claimed by Dehaut de Lassus; Whereas he has suffered no appreciable damage. . . ." After which *motifs* the Court winds up by a judgment which quashes that of the Court below, but only in so far as execution by imprisonment was ordered against the debtor: Declares, therefore, that he was wrongfully arrested, and in consequence orders his release, but refuses to give him damages, on the ground that no valuation can be fixed on the wrong suffered by him.

With this *dictum* I have nothing to do, my purpose being simply to make a few remarks on two of the points of law in the cause—the question of jurisdiction and the question of arrest. With regard to the first, the Court holds that it is entitled at its option to take cognizance or not of the suit between the parties. It is a generally received rule that the French judges may refuse in most cases to hear the suits between foreigners, but it is quite as generally acknowledged that they are not always entitled to take cognizance of such suits against the will of the defendant, he being allowed to demur to the jurisdiction of the French courts, and plead the rule, *Actor sequitur forum rei.* This general rule, as I have above stated, has been of late qualified by certain cases which required a foreigner to prove his domicile in his own country before they allowed him to demur to the jurisdiction of the French courts. That seemed fair and in conformity with the rules of jurisdiction in France; but the present case would seem to subvert those rules, because it states broadly and without any qualification that the French courts are entitled to take, when they please, cognizance of suits between aliens. So much for the question of jurisdiction. On the other question—that concerning the law of arrest, as I have stated above—the Court has laid down a doctrine that seems hardly orthodox, declaring that one foreigner cannot take another in execution on a commercial judgment. That appears a mistaken interpretation of the law of arrest concerning aliens, of which I will now give a brief analysis.

So far as the law of arrest is concerned, there is a great difference between the condition of alien debtors, according as the creditor happens to be a Frenchman or another alien. A French creditor, on his *ex parte* showing that he has against a foreigner a debt that is fallen due, and stating that he has reason to believe that the debtor is about to leave the realm, can always obtain from the president of the Tribunal of First Instance an order of arrest against that debtor.* No such a right is given to the alien. However pressing be the case, his debtor has no such stringent measure to fear. No less a difference exists in the matter of arrest in execution of a judgment. When a French creditor has obtained a judgment against an alien debtor for a sum not under 150 fr. of principal, independently of costs and interest (which cannot be added to the capital to make up the amount), he may imprison that debtor by virtue of that judgment, whatever be the nature of the action or the cause of the claim. This right is a direct grant of the law for the protection of the French subject, and can be claimed and exercised by him whether the judge have mentioned it in the judgment or not. Between aliens the right of taking the prisoner in execution exists within far narrower limits. The most general theory is that in that particular they are respectively in the position of two French subjects. One French subject cannot in general imprison another except in commercial cases, and it has been generally held, till the present time, that the same rule obtained between aliens, that one could not in general imprison another, but that by the authority of a commercial judgment that might be done. This proposition is decidedly negatived by the judgment of which I have given a translation.

A. JONES,
Advocate in the Imperial Court of Paris.

JEAFFRESON'S BOOK ABOUT LAWYERS.

Sir,—I see you notice Mr. J. C. Jeaffreson's "Book about Lawyers" in your issue of this week. I have not seen the book itself, but I have read a review of it in the *Athenæum* of the 17th November, and in that review the following passage occurs:—"The general feeling of the bar for attorneys, the measure of esteem dealt out to the latter, the value of their position in society and in the profession, are not badly illustrated by that old rule of etiquette which forbade the "hugging of attorneys," and which, while it prohibited barristers from dancing with attorneys' daughters, allowed them to make love (of any sort whatever) to attorneys' wives!" The passage is so obscurely worded that one does not know whether the writer intends to refer to a past or to an existing state of things; in any event, I hope the reviewer alone is answerable for the paragraph, and not the author of the book; and I wish this same reviewer would let us know his name.

AN ATTORNEY.

[We have not seen the objectionable passage in the book, though it *may possibly* be there. We presume that, to whomsoever due, it is intended to refer to an "old" state of things; but we do not believe that it fairly represents the tone of the profession at any period whatever. The expression "hugging of attorneys" is merely the antiquated equivalent of "touting for business," which always has been, and, we hope, always will be, a grave offence against the etiquette of the bar; but it has nothing to do with the *social* position of the attorney, merely with his *professional* position as the dispenser of briefs; the rest of the rule we never heard of, and do not believe it ever really existed. There is certainly no such rule now in force. More than one of the most distinguished counsel are the sons-in-law of attorneys.—ED. *S. J.*]

THE PRELIMINARY EXAMINATION.

Sir,—In the syllabus of subjects for the "Preliminary," appears among others "Elementary Latin." Would it be possible, even at the risk of somewhat increasing the difficulty of the examination, to furnish some intimation of what "elementary" here means? Is the student to be satisfied with the accidence, or "Henry's First Latin Book," or is he to read some elementary author as Cæsar or Phœdrus? What amount of vocabulary is expected of him, and whence is it to be obtained? A tyro may know his accidence by heart and yet be posed by "Balbus builds a wall," or "The bench is long." The first occurs in "Henry's," the second in "Ahn's;" he might have read either book well and yet not know a sentence in the other. In calling attention to this difficulty you will be conferring a boon on all who take up "elementary Latin," and mean nothing more.

M.

[We do not know what may be the mind of the examiners on this point, but we should understand that the candidate should be able to translate at sight with reasonable accuracy from Latin into English and *è converso* any simple sentences set before him from whatever quarter, and to parse all or any of such sentences. The examiners would, we presume, take care that no uncommon word or unusual construction occurred in any of the sentences propounded. Practically, our experience of all such examinations is that any knowledge whatever, however slight, if real, is sufficient to secure a pass.—ED. *S.J.*]

Sir,—Your correspondent a "Philanthropist" is evidently no "judge." How can the Chief Justice or the Chief Baron know when any candidate should be excused the preliminary examination? They do not, and cannot. They merely sign their names upon being requested by persons who are supposed to know. I should much like to know the number of times the preliminary has been dispensed with, and when the application has been refused, and on what grounds. No man is excused the examination unless he is in the clique, or has interest with those who are. He may represent himself as long and ably as he likes as a fit person (!) to be excused, but if he has not interest in the right quarter, it will be useless. If the rules are to be broken in favour of one, why not of all? I, sir, am both "narrow-minded and selfish" enough to stand in the way of [un] deserving young men "who have not the pluck to work up for the preliminary; and more than that, I say that, unless they can do this, they are not fit persons to be admitted on the roll.

The very fact of any man's requiring to be excused the preliminary is sufficient to show me that so "faint-hearted" a swain is unfit to be an attorney. But, even supposing the examination in languages to be dispensed with, which, I presume, takes the place of the "asses'-bridge," that in English should be enforced.

A "Philanthropist's" terms of "thorough classical" education are ludicrous when applied to the preliminary. It is, perhaps, not a case in point, but I now know a man who is a very good lawyer, who has been offered his articles and a salary besides by an attorney who cares more for his own profit than the well-being of the profession. This man is totally unfit, in spite of having been fifteen years in the law, to be an attorney. "Inevitable misfortune" has prevented his educating himself as Cobbett did, as—— but instances crowd upon one in far too large numbers to admit of citation.

I will assume no mock modesty or deferential opinions, but I say at once that if the only excuses men can put forth are those urged by a "Philanthropist," they are too puerile to merit attention. If an attorney wishes to go to the Bar, he has to strike his name off the roll and pass the bar examination; he will not be excused that on any of the grounds a "Philanthropist" mentions, or, in fact, on any grounds whatever. That a man would have to leave off his profession for several years while obtaining a common English education is, even if true, no reason, I consider, for admitting uneducated men. As long as the Inns of Court refuse to call a man under three years studentship this argument is worthless. Say the Inns of Court: "if you wish to be called you must leave every calling or business, you must devote three years to preparing yourself for this honourable profession, unless you can show your condition and education to be such that you have already to a certain extent prepared yourself." And I have still to learn upon what valid principle of common sense or common justice a rule made for all shall be set aside for the benefit of a few.

A Growler.

APPOINTMENTS.

George Trafford, Esq., to be Chief Justice for the Island of St. Vincent.

William Alexander Parker, Esq., to be Magistrate for the Gold Coast Settlement on the Western Coast of Africa, and assessor to the native chiefs within the protected territories near or adjacent to the said settlement.

William Risdon Hall Jordan, of Teignmouth, in the county of Devon, Gent., to be a perpetual commissioner for taking the acknowledgments of deeds by married women, under the Fines and Recoveries Act, in and for the county of Devon.

Mr. Henry Peake to be Registrar of the County Court of Lincolnshire, holden at Sleaford.

Mr. W. A. Willoughby, of Lancaster-place, Strand, and Wandsworth, Surrey, to be a London commissioner to administer oaths in Chancery.

SCOTLAND.

Appointment of Sheriff-Substitute for Dundee.

Mr. Guthrie Smith—who was for some time sheriff-substitute at Forfar, an appointment which he filled with distinguished success, but voluntarily resigned about four years ago—has been appointed sheriff-substitute at Dundee.

IRELAND.

Incorporated Law Society.

The half-yearly meeting of the Incorporated Society of Solicitors and Attorneys was held on Tuesday in Dublin. Mr. Orpen presided.

Mr. Shannon moved a resolution calling upon the incoming council to use every legitimate means with the view of obtaining the abolition of the duty on the annual certificates.

The resolution was adopted unanimously.

Mr. Ellis drew attention to the anomalous system so extensively prevailing of appointing barristers to offices properly belonging to the solicitors' body, and moved a resolution praying for legislative interference. He acknowledged the difficulty that lay in the way of dealing with the question by such means, but thought that if public attention were once fully aroused on the subject, the members of the bar would no longer enjoy pre-eminence in the distribution of official appointments.

The resolution was adopted.

The Supplemental Charter.

The Master of the Rolls on Monday granted an injunction against the Senate of the Queen's University in the matter of the supplemental charter.

The eleven respondents in the case of the Queen's University supplemental charter intend at once to question the judgment of the Irish Master of the Rolls in the Court of Appeal in Chancery, and it is understood that, at the request of the Lord Chancellor, Judge Christian will hear the matter in conjunction with Lord Justice Brewster. A meeting of the Senate was held on Wednesday afternoon to consider whether the appointment of new examiners under the supplemental charter would be proceeded with, according to advertisement, but in face of the injunction this step was not adopted, and an immediate adjournment took place.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Condonation.*

The definition of condonation is well and fully given in the late case of *Keats* v. *Keats*, 7 W. R. 377, and we propose to show that the decision of the Judge-Ordinary (Sir Cresswell Cresswell), affirmed by the full bench (Lord Chancellor Chelmsford, Wightman and Cresswell, JJ.), is sustained by all the adjudications of the English and American courts on the subject, and is in conflict, if at all, only with a few loose dicta of the civilians copied into the text writers, and sometimes carelessly quoted by judges when the facts of the cases before them did not render an examination as to their correctness necessary.

It was attempted in that case to make out a case of condonation by express words of forgiveness with respect to which there was no dispute.

The Judge-Ordinary, in charging the jury, after referring to the fact that the Ecclesiastical Reports did not contain any precise definition of what was meant by the word "condonation" in the ecclesiastical courts, says that he has come to the conclusion that it means "a blotting out of the offence imputed so as to restore the offending party to the same position he or she occupied before the offence was committed."

The jury found that Mr. Keats had not condoned the adultery.

On motion for a new trial, for misdirection on this point, Lord Chancellor Chelmsford, giving the opinion of the whole Court, rejecting the motion, says that there can be no condonation "which is not followed by conjugal cohabitation (*i.e.* not necessarily *sexual* intercourse, which in certain cases may be impossible,—but a restitution of marital rights—a living together as man and wife);" and he further says that "the forgiveness which is to take away the husband's right to a divorce must not fall short of reconciliation, and that this must be shown by the reinstatement of the wife in her former position, which renders proof of conjugal cohabitation or the restitution of conjugal rights necessary."

In *Ratcliff* v. *Ratcliff*, 7 W. R. 726, Lord Campbell, C.J., says, conforming to the decision in *Keats* v. *Keats*: "The plea of condonation entirely fails, as the doctrine on this subject is now settled, for whatever Christian forgiveness the petitioner may have been ready to extend to his wife after her fall, it is clear he never intended, nor gave her nor anyone else reason to believe he intended, to live with her again as his wife."

Mr. Bishop, in the last edition of his work on "Marriage and Divorce," comments upon the case of *Keats* v. *Keats* with apparent approval, seeming, however, to be of the opinion that the ideas intended to be conveyed by the Judge-Ordinary were adequately enough expressed in previous definitions of the term, without resorting to new ones. Vol. 2, § 34 (1864), he says: "The first instance in which a definition of condonation is laid down in the English

* From the *American Law Register*.

books, occurs in the report of a case tried in 1858. There the Judge-Ordinary instructed the jury that condonation means 'a blotting out of the offence imputed, so as to restore the offending party to the same position he or she occupied before the offence was committed.' The conditional nature of the condonation was not presented by the facts of the case; if it had been, the definition would probably have been qualified by the insertion of the word 'conditional' before 'blotting.' The judge considered that condonation means something more than mere forgiveness; it implies a reinstatement of the wife in her former matrimonial position towards her husband. On a motion to set aside the verdict of the jury, the question of the correctness of this definition came before the whole court, and the full bench of judges concurred in holding it to be correct. Said Lord Chancellor Chelmsford: 'I think that the forgiveness which is to take away the husband's right to a divorce must not fall short of a reconciliation, and that this must be shown by the reinstatement of the wife in her former position, which renders proof of conjugal cohabitation or the restitution of conjugal rights necessary.' Without undertaking to criticise this definition, and without seeing any particular occasion to depart from the terms used in our last section as descriptive of the condoning act," the author would suggest as a fuller and more exact definition, the following:—"Condonation is the remission of a matrimonial offence known to the remitting party to have been committed by the other, on the condition subsequent, that ever afterward the party remitting shall be treated by the other with conjugal kindness." [This differs from the definition given in § 33, 354, and in the previous editions of the work, in the omission of the word "forgiveness" (from the careless use of which most of the inaccuracy has arisen), and the use in its stead of the word "remission," equivalent in its effects to the words "blotting out," and implying the restoration of the wife to her former position.]

The same view of condonation as that expressed in *Keats* v. *Keats*, is taken by Dr. Lushington in *Campbell v. Campbell* (1857), 5 W. R. 519. He says, "Condonation is connubial intercourse, with full knowledge of all the facts. Innocency and condonation are inconsistent pleas, still they may be pleaded. But the case then resolves itself into this: 'You cannot prove my guilt, but if you can you have pardoned me.'"

The foregoing are the latest decisions upon the point—made upon the fullest consideration—to the effect that there can be no condonation *per verba*, unless it be followed by matrimonial cohabitation and a restoration of conjugal rights (Whether sexual intercourse is necessary or not, has not been decided—probably it would be, except in cases where from the age of the parties or physical inability it is impossible).

There is no case in the books, either in England or America, in which condonation has been allowed as a bar without sexual intercourse or matrimonial cohabitation, and the *dicta* of the judges quoting the civilians, that the condonation may be expressed in words if they are followed by "reconciliation," do not say what meaning they attach to the word "reconciliation," or whether it does not imply or amount to "matrimonial cohabitation."

In *Snow* v. *Snow* (1842), 2 Notes Cases, 1, 16, per Dr. Lushington: "Condonation, though a technical term, clearly imposes the forgiveness of an offence done, and is stated by Sanchez and some of the decisions in this court (*Orme* v. *Orme*, 2 Add. 382; *Dunn* v. *Dunn*, 2 Phil. 9), to be of two kinds: the one *remissio expressa*, by express words of forgiveness, and succeeding reconciliation—the other *remissio tacita*, and the *remissio tacita* includes a return to connubial intercourse."

Kent says, Vol. 2, p. 73 (101): "So if the injured party subsequently to the adultery cohabits with the other, or is otherwise reconciled to the other, after just grounds of belief in the fact, it is in judgment of law a remission of the offence and a bar to the divorce."

By the statute of New York the Court may refuse to decree a divorce, though the fact of adultery be admitted—if the offence has been forgiven and the forgiveness proved by express proof or by voluntary cohabitation of the parties with knowledge of the fact.

The word "forgiveness" in the statute would, we presume, be construed in the light of judicial decisions as the equivalent of "condonation:" *Wood* v. *Wood*, 2 Paige, 108, Reviser's Notes.

"Condonation is not to be inferred from the husband and wife being in the same house together, when they have separate beds, and no sexual intercourse:" 2 Bishop, § 46.

"It is not necessary that that the husband should instantly close his doors upon an offending, and it may be, a repentant wife; recollecting her former innocence he may indulge at least in some feelings of pity for her degraded situation, and until a fit retirement is provided, allow her the protection of his roof, but not the solace of his bed;" but he thinks "condonation may possibly be inferred, more particularly against the husband, if within a reasonable time the parties do not entirely separate:" Poynter, Mat. & Div. 236.

"The general presumption is that married persons living in the same house do live on terms of matrimonial cohabitation, but this presumption may be rebutted by the circumstances of the particular case:" Bishop, § 46.

Greenleaf Ev. vol. 2, § 54, says: "Where parties have separate beds, there must, in order to show condonation, be some evidence of matrimonial connection beyond mere dwelling under the same roof."

Durant v. *Durant*, Hag. 1 Ecc. R. 733, per Dr. Lushington (in his argument as counsel): "Condonation is where a husband or wife, cognisant of the adultery of the other, is voluntarily reconciled."

Ayliffe's Panergon, 226: "Mere residence in the house without actual conjugal cohabitation is no condonation."

"Unde si," says Sanchez, "essent in eadem domo, non se alloquentes divisique à mensa et lecto, quasi duo vicini extranei, non censeretur condonatum adulterium."—Sanchez de Mat. Lib. 10 disp. 14, § 17.

And so in *D'Aguilar* v. *D'Aguilar*, 1 Hag. Ecc. R. Sup, 782, per Lord Stowell: "The parties returned to live together—not voluntarily on her part, and I cannot consider her acquiescence as amounting to a complete forgiveness. It was almost an extorted consent. There was no return to connubial cohabitation; for though she slept in the house for a few nights it was in a separate bed, and though it is suggested that the separate bed was not aired, yet the contrary is proved."

In *Dance* v. *Dance*, 1 Hag. Ecc. R. 794, n., the wife remained in the same house with the husband, occupying a separate bed, however, aware that an incestuous connection with her sister was going on.

The wife's permitting the husband, at the urgent request of himself and mutual friends, to occupy for more than a year a separate bed-room in her house, and to dine with her, does not amount to a condonation: *Westmeath* v. *Westmeath*, 2 Hag. Ecc. R. Sup. 1, 118.

The following cases also have a bearing to show that the mere dwelling in the same house is not a restoration of conjugal rights—a restoration of the position of wife:—

"A husband who has already deserted his wife cannot so take off the effect of the desertion as to prevent her right to a divorce accruing by offering to support her either in his own house or elsewhere. 'The offer,' said the Court, 'was not to live with her in the relation of husband and wife; and as she was, by the nature and terms of the marriage contract, entitled to stand in that relation to him, she was not bound to accept the offer to stand in any other relation:'" 1 Bishop, § 779; *Fishli* v. *Fishli*, 2 Littell (Ky.) 337; *Moss* v. *Moss*, 2 Iredell (N. C.) 55.

And the refusal of a husband or wife to dwell with the other party to the marriage as husband or wife is a desertion. The withdrawal from the bed is a sufficient separation to sustain the suit for desertion: 1 Bishop, §§ 778–781, 782, 799.

"The question, as one of principle, is not without difficulty. Still, if a party to the marriage should refuse to the other whatever lawfully belongs to the marriage alone—refuse, not from considerations of health, not from any other temporary considerations, but from alienated affections, or from perverted religious notions, or for any other cause resting permanently in the will, and not in physical inability—the refusing party would thereby voluntarily withdraw from whatever the relation of marriage distinguished from any other relation existing between human beings is understood to imply; therefore he should be holden to desert thereby the other:" Bishop, § 782.

And in *Dillon* v. *Dillon*, 3 Curt. Ecc. 86, cited Bishop, vol. 2, § 42, Dr. Lushington says: "Now I have always understood the legal principle to be this—that when a husband has received such information respecting his wife's guilt, and can place such reliance upon the truth of it as to act upon it, although he is not bound to remove his wife out

of his house, he ought to cease marital cohabitation with her."

In *Wright* v. *Wright* (1851), 6 Texas 22, it is said: "Their living in the same house raises a presumption of matrimonial cohabitation; but this may be repelled by circumstances. In this case a witness testifies that they had not slept together for years, and this raises the counter-presumption that during this temporary reconciliation they were not occupants of the same bed. A return to live in the same house with the husband, but without connubial cohabitation, does not operate so complete a forgiveness as when there was a renewal of conjugal society or embraces."

In the case of the wife, even conjugal cohabitation, with a full knowledge of the crime, and without fraud or force, is not conclusive of condonation, but each case depends on its own circumstances: 2 Bishop Mar. & Div. § 52; *D'Aguilar* v. *D'Aguilar*, *supra*.

In *Popkin* v. *Popkin*, 1 Hag. Ecc. R. 764, where the cohabitation lasted from September to January 6th, it was held not to be a bar to the wife.

In *Curtis* v. *Curtis*, 1 Sw. & Tr. 192, 200, where the wife left her native country with her husband and children for the purpose of avoiding a separation from the children, and preventing their being left unprotected and alone in the hands of a cruel father, the continued cohabitation was held not to amount to a condonation.

In *Whispell* v. *Whispell* (1848), 4 Bar. 217, 221, where a divorce was granted to the wife, although there had been cohabitation, Parker, J., says: "If condonation may be inferred from cohabitation the presumption may be rebutted by the accompanying circumstances."

A late Alabama case holds that a wife complaining of a gross act of cruelty was not barred, though she had continued the cohabitation two years; *Reese* v. *Reese*, 23 Ala. 785 (cited) 2 Bishop, § 52. And see *Gardner* v. *Gardner*, 2 Gray (Mass.) 434, where the wife occupied same room and bed for a night after the act of cruelty, held no condonation.

Quincy v. *Quincy*, 10 New Hamp. 272, is a valuable case, as showing the amount and the character of testimony requisite to establish condonation.

In this case the husband, after full knowledge of his wife's guilt, passed several days in the house with her—told her several times that if she had exhibited repentance he should have tried to forgive and forget it—stayed with her all night once when she was ill, lying down on one side of the bed during the night—held no condonation. Per Parker, J.: "The evidence, taken together, proves him to be a man of kind feelings, who retained considerable affection for an erring wife, but fails to make out a case of condonation. A mere promise of future forgiveness, or an unaccepted invitation to the guilty party to return to the matrimonial bed, with an offer of condonation on this event, amounts to no more than a willingness to condone, or an overture not binding until accepted, and subject to withdrawal like any other offer; it is not condonation, it does not bar the remedy."

2 Bishop, § 47 (disapproving of case of *Christianberry* v. *Christianberry*, 3 Black. (Ia.) 202, which stands alone as holding a contrary doctrine); *Popkin* v. *Popkin*, 1 Hag. Ecc. 766; *Ferrers* v. *Ferrers*, Id. 781, note; *Peacock* v. *Peacock*, 1 Sw. & Tr. 183; *Cook* v. *Cook*, 3 Id. 137; *Quarles* v. *Quarles*, 19 Ala. 363.

"The contrary doctrine is so foreign to the spirit of all just laws, it so overlooks also the established principles of our jurisprudence, that the thought of a man, undeveloped in act, is not to bind him" (2 Bishop, § 47; 1 Bishop, Crim. Law, § 312), "as to create doubt whether it would be adopted, after consideration, by any Court."

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society on Tuesday last, presided over by Mr. Addison, a committee of four members, viz., Messrs. Green, Widdows, Munton, and Warmington, was appointed to report upon the expediency of giving a prize or prizes to gentlemen who shall distinguish themselves at the examination of candidates for admission as solicitors.

A motion proposed by Mr. Widdows relative to reporting was, after some discussion, agreed to. The society then adjourned. The number of members present having been twenty-eight.

ARTICLED CLERKS' SOCIETY.

At a meeting held at Clement's-inn Hall, on Wednesday last, with Mr. W. J. Fraser in the chair, the Secretary announced that at the last Final Examination Mr. Fraser was selected as Clifford's-inn prizeman, and that Mr. Jennings (the Treasurer) would have been entitled to a prize had he not been above the requisite age. Mr. Prideaux was elected a member of the committee. Mr. Benn Davis moved "That expediency is the true foundation of politics." The motion was ultimately negatived.

LAW STUDENTS' JOURNAL.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. A. Bailey, on Real Property, Monday, Dec. 10, class B, elementary and advanced. Thursday, Dec. 13, class A, elementary and advanced.

Mr. E. A. C. Schalch, on Common Law, Tuesday, Dec. 11, class B, elementary and advanced. Friday, Dec. 14, class A, elementary and advanced.

Mr. D. Sturges, on Equity, Wednesday, Dec. 12, class B, elementary and advanced.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Lord, on Common Law and Mercantile Law, Monday, Dec. 10.

Mr. R. Horton Smith, on Conveyancing, Friday, Dec. 14.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY, MICHAELMAS TERM, 1866.

Final Examination.

The examiners have recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

William Joseph Fraser, Messrs. Fraser & May, London.

William Henry Cory, Mr. Clement Waldron, Cardiff; and Messrs. Wrentmore & Son, London.

Edward Hitchings Flux, Messrs. Flux & Argles, London.

William Bache, Messrs. Harward, Shepherd, & Harward, Stourbridge.

The Council of the Incoporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Fraser, the prize of the Honourable Society of Clifford's-inn.

To Mr. Cory, the prize of the Honourable Society of Clement's-inn.

To Mr. Flux and Mr. Bache, one of the prizes of the Incorporated Law Society each.

The following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

Robert Brown, jun., Mr. Robert Brown, Barton-upon-Humber; and Messrs. Hicks & Son, London.

William Henry Horner, Mr. Alfred Sayres Edmunds, London.

William Phillips Sawyer, Messrs. W. Murray, Son, & Hutchins, London.

The council have accordingly awarded them certificates of merit.

The answers of the following candidates were highly satisfactory, and would have entitled them to prizes if they had not been above the age of 26:—

Frank Milner Russell, Messrs. Coverdale, Lee, Collyer-Bristow, & Withers, London.

Henry Jennings, Mr. Thomas Wrake Ratcliff, London.

The examiners also reported to the council that, among the candidates from Liverpool in the year 1866, Mr. Daniel O'Connell French passed the best examination, and was, in their opinion, entitled to honorary distinction.

The council have, therefore, awarded to Mr. French the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool.

The gold medal founded by Mr. John Atkinson, for candidates from Liverpool or Preston, who have shown themselves best acquainted with the Law of Real Property and the practice of Conveyancing, has been also awarded to Mr. French.

Mr. Atkinson's gold medal for the year 1865 has been awarded to Mr. ROBERT SUGDEN PAYNE.

Number of candidates examined, 139; passed, 136; postponed, 3.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Dec. 6, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 88⅜	Annuities, April, '85
Ditto for Account, Jan. 10, 88⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced, 87½	Ex Bills, £1000, 3 per Ct. — pm
New 3 per Cent., 87¼	Ditto, £500, Do, 5 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do — pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 6½ per Ct. (last half-year) 250
Do. 5 per Cent., Jan. '76 —	
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74—	Ind. Enf. Pr., 5 p C., Jan. '72 100½
Ditto for Account, —	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70 103⅜	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 23 pm
Ditto Enfaced Ppr., 4 per Cent.	

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 per cent	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 17 6
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	7 15 0
20000	7l 2s 10d pc	English & Scot. Law Life	50	3 10 0	4 15 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	44 0 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	6½ per cent	Imperial Life	100	10 0 0	15 0 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	87 15 0
100000	6 6-7 pr ct	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	8 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 5 0
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 15 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	295
—	6½ per cent	Sun Fire	...	All	203 0 0
4000	...	Do. Life	...	All	63 0 0

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	88
Stock	Caledonian	100	122
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	26⅛
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	115
Stock	Do., A Stock*	100	125
Stock	Great Southern and Western of Ireland	100	92
Stock	Great Western—Original	100	51¾
Stock	Do., West Midland—Oxford...	100	35
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	124
Stock	London, Brighton, and South Coast.....	100	80
Stock	London, Chatham, and Dover.....	100	17⅛
Stock	London and North-Western.....	100	117½
Stock	London and South-Western	100	82
Stock	Manchester, Sheffield, and Lincoln.....	100	48
Stock	Metropolitan.....	100	123
10	Do., New.....	—	2 pm
Stock	Midland	100	121¾
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	36
Stock	North London	100	120
10	Do., 1864	5	7
Stock	North Staffordshire.....	100	72
Stock	Scottish Central	100	154
Stock	South Devon	100	45
Stock	South-Eastern	100	63½
Stock	Taff Vale.....	100	153
10	Do., C	—	4 pm

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

Transactions in the market for Public Securities during the week have been on a very limited scale. Political contemporary events have a tendency to create dulness, especially the Fenian agitation and threatened outbreak.

Consols are 88⅛ to 88¼ *ex div.*

Railway shares at the commencement of the period covered by this review showed a slight firmness; but the aspect of the market since has been dull rather than active, and the want of confidence on the part of investors induces depression, though the traffic returns of all the principal routes are satisfactory when compared with the corresponding period of last year. The North-Western, Midland, Metropolitan, and North-London show a very marked increase of traffic.

In an action against the Great Eastern Railway Company today (Thursday) for injuries received through the alleged negligence of the defendants' servants, the jury awarded £500 damages. In another action for injuries sustained, the jury awarded £400 damages against the London, Brighton, and South-Coast Railway.

Discount has been in demand at the Bank, and there has been inquiry in other quarters. This is not to be wondered at, for we are approaching the termination of the year, when numerous engagements in all the ramifications of commercial transactions must have provision made for them. The best class bills have been done at 3⅞ to 4 per cent.; but the joint-stock banking and discount establishments are husbanding their resources for the new year's balances; and this gives a tone of firmness to discounts generally.

The remarks made by Lord Romilly, it appears, have had some prejudicial as well as useful effects. It seems that in the case of Overend, Gurney, & Co. (Limited) it had been the practice of the liquidators to lend moneys in hand upon the security of Consols, and thus some £600 or £700 was realised to the estate. But this profit has now ceased; and as deposits bear interest until a distribution is made, the liabilities of the company are daily increasing. However, there is a prevalent belief that this will lead the liquidators of the various companies now in course of being wound up to distribute any assets which may come to their hands at the earliest possible moment, which will be a great source of relief to a numerous class of persons, especially those whose means are limited, and who, having been depositors in banks and financial houses which have stopped payment, are much straightened in circumstances.

Joint-Stock Bank Shares remain very quiet; but there is no tendency to heaviness; and the same may be said of insurance companies shares.

Miscellaneous descriptions are greatly neglected.

At the half-yearly meeting of the City of London Real Property Company (Limited), held yesterday, a dividend at the rate of 7 per cent. per annum was declared.

Petitions have been presented to wind up Frederick Symons & Co. (Limited); Gale's Protected Gunpowder Company (Limited); The Sydenham Hotel Company (Limited); The Cadiz, Oporto, and Light Wine Association (Limited); The Natal Investment Company (Limited).

THE CIRCUITS.—We believe Her Majesty's Judges will suggest to the Government the following plan for the re-arrangement of the circuits:—Lancashire to become the Lancashire Circuit, with assizes three times a year, at Liverpool and Manchester, for civil business. Yorkshire and the counties of Durham, Northumberland, Cumberland, and Westmoreland to form the Northern Circuit. The Midland Circuit to receive back Northamptonshire and Leicestershire, and to hold assizes at Birmingham. The counties of Hertford and Essex to be taken from the Home Circuit and attached to the Norfolk. The Oxford Circuit to lose Herefordshire and Monmouthshire, which will form part of the Welsh Circuit. In return for this loss, the Oxford Circuit to receive Winchester. The two Welsh Circuits to be made into one, and taken by two Judges. This scheme only amounts to a recommendation, but, if approved at the Home-office, it can be carried into effect by an Order in Council. Formerly, an Act of Parliament would have been necessary to effect any alteration in the circuits, but by the statute 26 & 27 Vict. c. 122, this is rendered unnecessary.

At the York city assizes on Monday there was not one prisoner for trial, and the city sheriff presented the learned judge (Mr. Justice Lush) with a pair of white gloves. The business of the county assizes was opened on Monday. During the afternoon the Hon. W. E. Duncombe, M.P. (the foreman of the grand jury), handed a memorial to the judge on the subject of the rearrangement of the circuits, and requested that he would forward it to the Secretary of State. Mr. Justice Lush said he would take care that should be done. The matter was under consideration, and there would probably be a rearrangement of the whole of the circuits.

THE RITUAL CASE.—The *Herald* understands that the opinion on the Ritual case, taken by the English Church Union, is at last complete, and will be made public in a very short time. In addition to the counsel formerly named, Mr. W. M. James, Q.C., has given an opinion on the case. We are glad to learn that Sir Wm. Bovill's elevation to the Bench has not prevented him from giving an opinion on all the points submitted, as was the case with the Chief Baron.

THE COMPANIES' REGISTRATION OFFICE.—The Commissioners of the Treasury, by virtue of the power granted by the 30th of Victoria, c. 76, entitled "An Act to provide for the collection of fees in public departments and offices by means of

stamps," have issued a notice, which is published in the *London Gazette* of Dec. 4, that from and after the 31st of December, 1866, the fees for the time being payable in the Companies' Registration Office, or to the officers thereof, shall be collected by means of stamps.

THE REPRESENTATION OF GUILDFORD.—Sir W. Bovill has taken a farewell of his constituents on his appointment as Lord Chief Justice of the Common Pleas in the subjoined respectful address:—"To the electors of the borough of Guildford.—Gentlemen, Her Majesty having been graciously pleased to appoint me Lord Chief Justice of the Court of Common Pleas, I have taken upon myself the duties of that high office, and have thereby vacated the seat in Parliament which I have had the honour to hold as one of your representatives. I beg to offer my warmest acknowledgments and thanks to all my friends at Guildford for the hearty support which they have invariably given me, and I shall ever remember with satisfaction and with gratitude the connection which has so long and so agreeably subsisted between us. I have endeavoured faithfully to discharge the trust which you were good enough to repose in me, and I fully appreciate the kindness and good feeling which have been so generally, and even by many political opponents, extended towards me. With my best wishes for the prosperity of the town, and the welfare of its inhabitants, in whom I shall always feel a deep interest, I have the honour to remain yours very faithfully, William Bovill, Worplesdon Lodge, Nov. 30, 1866." For the vacancy in the representation, two candidates are in the field, Mr. Garth, Q.C. (Conservative), and Mr. Pocock (Liberal). The contest is likely to be a very close one.

BARRISTERS' FEES.—Fees of twenty shillings were more generally paid to counsel under the Virgin Queen than in the days of her father; but still half that fee was not thought too small a sum for an opinion given by her Majesty's Solicitor-General. Indeed, the ten-shilling fee was a very usual fee in Elizabeth's reign, and it long continued an ordinary payment for one opinion on a case, or for one speech in a cause of no great importance, and of few difficulties.*—*Jeaffreson's Book about Lawyers.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARNARD—On Dec. 4, at St. Phillip's Parsonage, Kennington, the wife of G. W. Barnard, Esq., Solicitor, of a daughter.

BATT—On Nov. 30, at Dublin, the wife of W. H. Batt, Esq., Solicitor, of a daughter.

GAUSSEN—On Nov. 23, at Chester-square, Pimlico, the wife of F. C. Gaussen, Esq., Barrister-at-Law, of a son.

LIGHTFOOT—On Nov. 26, at St. Leonard's-place, Westbourne-terrace, the wife of A. Lightfoot, Esq., Solicitor, of a son.

OXLEY—On Nov. 26, at Hungerford-road, N., the wife of F. Oxley, Esq., Solicitor, of a son.

ROWDEN—On Dec. 4, at Hampstead, the wife of F. Rowden, Esq., Barrister-at-Law, of a daughter.

SELBY—On Dec. 2, at Cecil-street, Strand, the wife of J. C. Selby, Esq., Solicitor, of a daughter.

WHITTING—On Nov. 24, at Porchester-square, Hyde-park, the wife of R. A. Whitting, Esq., Solicitor, of a daughter.

YARDLEY—On Nov. 24, at Hadlow-park, Kent, Lady Yardley, wife of Sir W. Yardley, late Chief Justice of Bombay, of a son.

MARRIAGES.

BLOXAM—FRANCE—On Nov. 22, at Wallaroo Bay, South Australia, H. A. Bloxam, Esq., Solicitor, son of C. J. Bloxam, Esq., Solicitor, Lincoln's-inn-fields, to Emma M., daughter of A. France, Esq., Wallaroo

KENNAWAY—ARBUTHNOT—On Nov. 27, J. H. Kennaway, Esq., Barrister-at-Law, son of Sir J. Kennaway, Bart., Escot, Devon, to Fanny, daughter of A. F. Arbuthnot, Esq., Hyde-park-gardens, and granddaughter of Field-Marshal Viscount Gough.

TYNER—WRIGHT—On Nov. 6, by the Registrar for the South Dublin District, and on the 3rd inst., at St. Kevin's Church, Henry, son of the late Rev. Richard Legge Tyner, A.M., Rector of Ross, Galway, to Annie, daughter of the late John Wright, Esq., Solicitor.

DEATHS.

FRASER—On Dec. 2, at Edinburgh, Hugh Fraser, Writer to the Signet.

SAXELBYE—On Dec. 2, at Hull, Elizabeth, wife of J. Saxelby, Esq., Solicitor.

REILLY—On Nov. 22, at Paris, Emily G. S., wife of J. M. Reilly, Esq., Clooneavin, Ireland, Barrister-at-Law, aged 80.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CUTLER, FRANK, Hungerford-st, West, Wine Merchant. £267 10s. 6d. Consolidated £3 per Cent. Annuities.—Claimed by said F. Cutler.

GREVE, EMILIA, Shenstone-park, Staffordshire, Widow, and Edmund Sneyd Grove. £354 3s. Reduced £3 per Cent. Annuities.—Claimed by the Rev. E. H. Cradock, sole executor of said E. Greve, Widow, the survivor.

MAY, THOMAS BAKER, Serle-st, Lincoln's-inn, Esq., and Charles Daman, of Oriel College, Oxford, Clerk. £120 7s. 5d. Reduced £3 per Cent. Annuities.—Claimed by said T. B. May and C. Daman.

WAY, REV. CHARLES JOHN, Isleworth, Middlesex, Baker, Rev. Robert George, Fulham, and Baker, Colonel George. Clare, Suffolk. £201 14s. 3d. Reduced £3 per Cent. Annuities.—Claimed by said Rev. C. J. Way and said Rev. R. G. Baker, the survivors.

WILLIAM, THE RIGHT HON. THOMAS CROSBIE, Baron Dacre, and William Sullivan, Colonel in the Army. £5,169 1s. New 3 per Cent Annuities.—Claimed by the said Baron Dacre and William Sullivan.

* It must be remembered that, at that time, the wages of a labourer were 3d. to 4d. a day, and beef was 1d. to 1½d. a pound. A ten-shilling fee (temp. Hen. VIII.) was, in purchasing value at least, equal to five guineas at the present time.—ED. *S. J.*

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Nov. 30, 1866.

LIMITED IN CHANCERY.

National Standard Life Insurance Company (Limited).—Petition for winding-up, presented Nov 27, directed to be heard before the Master of the Rolls on Dec 8. Deere, Lincoln's-inn-fields, solicitor for the petitioner.

Nowgong Tea Company of Assam (Limited).—Petition for winding-up, presented Nov 30, directed to be heard before the Master of the Rolls on Dec 8. Harrison & Co, Old Jewry, solicitors for the petitioner.

Frederick Symons & Company (Limited).—Petition for winding-up, presented Nov 27, directed to be heard before the Master of the Rolls on Dec 8. Linklaters & Co, Walbrook, solicitors for the petitioner.

National Coal Company (Limited).—Order to continue voluntary winding-up, made by Vice-Chancellor Stuart on Nov 3. Pulbrook, Threadneedle-st, solicitor for the petitioners.

Inns of Court Hotel Company (Limited).—Order to continue voluntary winding-up, made by Vice-Chancellor Wood on Nov 20. Rees & Co, Gresham-st.

Hampstead Brewery Company (Limited).—Vice-Chancellor Kindersley has fixed Dec 8 at 12, at his chambers, for the appointment of an official liquidator.

Cadiz, Oporto, and Light Wine Association (Limited).—Petition for winding up, presented Nov 22, directed to be heard before Vice-Chancellor Wood on Dec 8. Gregory & Co, Bedford-row, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

Thames Mutual Insurance Association.—Petition for winding up, presented Nov 26, directed to be heard before the Master of the Rolls on Dec 8. Harrison & Co, Old Jewry, solicitors for the petitioner.

TUESDAY, Dec. 4, 1866.

LIMITED IN CHANCERY.

Natal Investment Company (Limited).—Petition for winding-up, presented Nov 30, directed to be heard before the Master of the Rolls on Dec 15. Tucker, St Swithin's-lane, solicitor for the petitioner.

Marine Estates Company (Limited).—Order to continue voluntary winding-up, made by Vice-Chancellor Stuart on Nov 23. Harrison & Co, Old Jewry, solicitors for the petitioner.

Crenver & Wheal Abraham United Mining Company (Limited).—Order to wind up, made by the Vice-Warden of the Stannaries on Nov 24. Hodge & Co, solicitors for the petitioners.

Richmond Hill Hotel Company (Limited).—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, 8, Old Jewry, official liquidator. Monday, Jan 14 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Nov. 30, 1866.

Regent's Friendly Society, Queen's-arms Hotel, Tranmere, Birkenhead, Chester. Nov 23.

Fritwell District Friendly Society, Fritwell, Oxford. Nov 27.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 30, 1866.

Duncan, John Fras, Fleet-st, Gent. Jan 7. Harbin v Masterman, V. C. Stuart.

Clutton, Jas, Bognor, Sussex, Gent. Dec 24. Clutton v Clutton, M. R.

Edwardes, Hon. Richd, Dover-st, Piccadilly. May 22. Herring v Edwardes, V. C. Stuart.

Gadsby, Wm, Lincoln, Clock Maker. Dec 24. Rainforth v Gadsby, M. R.

Gibson, John Wm, Hilldrop-crescent, Camden-town, Licensed Victualler. Dec 21. Gibson v Gibson, V. C. Stuart.

Hedges, Jas, Trafalgar-rd, Greenwich, Licensed Victualler. Jan 1. Tabernacle v Hedges, M. R.

Mosley, Rev John Peploe, Rolleston, Stafford, Clerk. Dec 24. Wedgwood v Mosley, M. R.

Nelthorpe, Sir John, Scawby, Lincoln, Baronet. Jan 1. Sutton v Anderson, V. C. Kindersley.

Nicholson, Wm, Matterdale, Cumberland, Innkeeper. Jan 1. Nicholson v Nicholson, M. R.

Reynolds, John Preston, Necton, Norfolk, Clerk. Dec 22. Reynolds v Reynolds, V. C. Wood.

Robinson, Hy, Belvedere-rd, Lambeth, Timber Merchant. Dec 24. Robinson v Robinson, M. R.

Stubbs, Wm, Bridlington, York, Spirit Merchant. Jan 7. Gibson v Stubbs, V. C. Stuart.

Winch, Juliet, Shepperton, Spinster. Dec 31. Winch v Winch, V. C. Stuart.

Wright, John Fras, Kelvedon-hall, Essex, Esq. Dec 31. Wright v Wright, M. R.

TUESDAY, Dec. 4, 1866.

Dickinson, Wm, Darlaston, Stafford, Surgeon. Jan 10. Wennington v Dickinson, V. C. Stuart.

Dunn, Geo, Albert-villa, Queen's-rd West, Regent's-park, Gent. Jan 1. Fitzpatrick v Spours, V. C. Stuart.

Eastwick, Robt Wm, Thurloe-sq, Brompton, Esq. Jan 1. Eastwick v Eastwick, V. C. Wood.

Green, Isaac, Greet's Green, West Bromwich, Stafford, Moulder. Dec 29. Green v Brooks, V. C. Stuart.

Jerwood, Thos John, Ely-pl, Gent. Dec 28. Jerwood v Jerwood, V. C. Kindersley.

Price, Geo Wm, Mark-lane, Wine Merchant. Dec 30. Price v Price, V. C. Wood.
Taylor, Thos, Newark-upon-Trent, Nottingham, Butcher. Dec 28. Godfrey v Taylor, V. C. Wood.
Vibart, John, Hove, Sussex, Esq. Dec 22. Vibart v Vibart, M. R.
Wilder, Geo, Bishops Waltham, Southampton, Esq. Jan 10. Wilder v Kenyon, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 30, 1866.

Billing, John Hake, Buckland St. Mary, Somerset, Yeoman. Feb 11. Woodland, Taunton.
Boodle, Jas, Cheltenham, Gent. Dec 31. Griffiths, Cheltenham.
Brown, John, Wotton, Surrey, Gent. Dec 24. Hart & Hart, Dorking.
Browning, Jas, Grosvenor-rd, Pimlico, White Lead Merchant. Jan 15. Tathams & Co, Frederick's-pl, Old Jewry.
Callen, John Chas Hugh Poyer, Narberth, Pembroke, Esq. Jan 1. Gibbon, Pembroke.
Carter, Catherine, Long Newton, Durham, Spinster. Jan 21. Fawcett & Garbutt, Yarm.
Clegg, Sarah, Lower Hedley, Rochdale, Lancaster, Spinster. Jan 1. Mellor, Rochdale.
Coles, Rev John Jefferies, Bristol, Clerk. Feb 1. Strickland, Bristol.
Cotes, Chas, Highworth, Wilts, Attorney. Dec 24. Kinnear & Tombs, Swindon.
Falcke, David, Gloucester-pl, Portman-sq, Esq. Dec 31. Sampson & Co, Finsbury-circus.
Ford, Joseph, South Harepath Farm, Belford, North Devon. Jan 31. Oldaker, South Croydon.
Gibson, Joseph, Holbeck, Leeds, Innkeeper. Jan 31. Cariss & Tempest, Leeds.
Gosling, John, Bocking, Essex, Brewer. Dec 31. Holmes & Son, Bocking.
Harwood, Chas, Folkestone, Kent, Esq. Feb 1. Brockman & Harrison, Folkestone.
Kerr, Chas Hamilton, Briar-villas, Starch-green, Gent. Dec 31. Crosse, Bell-yard, Doctors'-common s.
Nairne, Capt Alex, Grove-hill, Camberwell H.C.S. Jan 8. Baker & Co, Crosby-sq.
Newton, Wm Hy, Crowcombe, Somerset, Yeoman. Feb 1. Woodland, Taunton.
Parry, Thos, Beaumaris, Anglesea, Mason. Dec 31. Owen & Roberts, Beaumaris.
Pursell, Wm, Weston Turville, Buckingham, Miller. Dec 31. Tindal & Baynes, Aylesbury.
Rogers, Ann, Clifton, Widow. Jan 5. Baynton. Bristol.
Rothwell, Jas, Didsbury nr Manch, Gent. Dec 26. Darbishire & Ashworth, Manch.
Russell, Joseph, St Albans, Hertford, Gent. Jan 20. Blagg & Edwards, St Albans.
Scobell, John, Nancealverne, Penzance, Cornwall, Esq. Jan 1. Trythall, Penzance.
Smith, Ann, Grove-rd, Mile-end-rd, Widow. Jan 1. Robinson, Ironmonger-lane.
Smith, Luke, Hopwood, Middleton, Lancaster, Gent. Jan 15. Grundy & Co, Manch.
Storks, Hy, Gower-st, Sergeant-at-law. Jan 15. Coverdale & Co, Bedford-row.
Veck, Rev Hy Aubrey, Forton, Southampton, Clerk. Jan 28. Hewitt, Bishops Waltham.

TUESDAY, Dec. 4, 1866.

Avery, John, Stoke Damerel, Devon, Superannuated Shipwright. Jan 5. Gard, Devonport.
Bowker, Thos, Blackburn, Lancaster, Yeoman. Jan 14. Pickop, Blackburn.
Bradish, Wheaton, New York, U.S, Gent. Feb 16. Saxton, Cheapside.
Cripps, Chas, Tunbridge Wells, Kent, Gent. Dec 31. Cripps, Tunbridge Wells.
Davies, Thos, Oswestry, Salop, Machinist. Feb 1. Minshall,
Duerden, Wm, Blackburn, Lancaster, Innkeeper. Jan 14. Pickop, Blackburn.
Gardiner, Saml Weare, Coombe Lodge, nr Reading, Esq. Dec 31. Braikenridge & Sons, Bartlett's-buildings, Holborn.
Gosling, John, Bocking, Essex, Farmer. Dec 31. Holmes & Son, Bocking.
Herringham, Vice-Admiral Wm Allan, Porchester-sq. Feb 1. Walker & Martineau, King's-rd, Gray's-inn.
Nicholl, Hy, Greetland, Halifax, York, Gent. Jan 5. Hill, Halifax.
Parsons, Wm, Irthlingborough, Northampton, Farmer. Jan 1. Green, Woburn.
Perkins, Augustus Saml, Brighton, Esq. Feb 17. Marson & Dadley, Anchor-ter, Bridge-st, Southwark.
Pritchard, Mary, Chorlton-upon-Medlock, Lancaster, Spinster. Jan 22. Whitworth, Manch.
Standering, Wm, Selby, York, Shipowner. Jan 1. Weddall & Parker, Selby.
Vaughan, Richd Barnwell, Golden-sq, Middlesex, Esq. Jan 10. Waddilove, Godliman-st, Doctors'-commons.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 30, 1866.

Abrahams, Sarah, Middlesex-st, Whitechapel, Grocer. Nov 5. Comp. Reg Nov 29.
Adams, Hy, Stanstead-rd, Forest-hill, Stockbroker. Nov 26. Asst. Reg Nov 29.
Albon, Jas, New Bridge-st, Vauxhall, Builder. Nov 19. Comp. Reg Nov 30.
Anderson, Wm, & Robt Dempster, Wells, Drapers. Nov 3. Asst. Reg Nov 30.
Baines, Amos, Geddington, Northampton. Farmer. Nov 5. Asst. Reg Nov 29.
Barkhouse, Thos, Sunderland, Durham, out of business. Nov 19. Asst. Reg Nov 30.
Beavis, Edwin, New Cut, Lambeth, Cheesemonger. Nov 20. Comp. Reg Nov 27.
Berkeley, Rev John Richd Prettyman, St Cleer, Cornwall, Clerk. Oct 30. Reg Nov 27.
Bingham, Jas, Portobello-rd, Notting-hill, Builder. Nov 15. Comp. Reg Nov 27.
Blanch, Joseph Jas, Crown-ter, St Leonard's-st, Carpenter. Nov 24. Comp. Reg Nov 28.
Blichfeldt, Johan Frederik, & Demetrius Cowan, Catherine-ct, Tower-hill, Shipbrokers. Nov 15. Asst. Reg Nov 28.
Brown, Jas, Newcastle-upon-Tyne, Machine Broker. Nov 1. Comp. Reg Nov 29.
Carrington, Wm Hy, Manch, Butcher. Nov 20. Asst. Reg Nov 29.
Carruthers, Jas, Bradford, York, Draper. Oct 31. Asst. Reg Nov 28.
Clark, Chas, Lower Belgrave-pl, Pimlico, Hosier. Nov 27. Comp. Reg Nov 28.
Clegg, Wm, Claremont-pl, Wandsworth-rd, Comm Agent. Nov 8. Comp, Reg Nov 30.
Cooper, Herbert, High-st, South Norwood, Draper. Nov 27. Comp. Nov 29.
Cowland, Chas, Mortimer-st, Cavendish-sq, Auctioneer. Nov 12. Comp. Reg Nov 29.
Davis, Saml, Weymouth, Dorset, China Dealer. Nov 5. Asst. Reg Nov 30.
Davis, Hy Lewis, Lpool, Merchant. Nov 17. Comp. Reg Nov 28.
Day, John, Abbey Wood, Kent, Market Gardener. Nov 27. Comp. Reg Nov 30.
Dickson, John Hammond, Sunderland, Durham, Draper. Nov 15. Comp. Reg Nov 29.
Dodman, Martin, Lpool, Licensed Victualler. Nov 10. Asst. Reg Nov 28.
Fellows, Edwd. Lpool, Merchant. Nov 27. Comp. Reg Nov 28.
Fraser, John Scott, & Alfred Booth, St Helen's, Lancashire, Iron Merchants. Oct 1. Comp. Reg Nov 27.
Gameson, James McDougall, Kingston-upon-Hull, Shoemaker. Nov 1. Asst. Reg Nov 29.
Garrard, Jabez, Ipswich, Suffolk, Boot Manufacturer. Nov 2. Asst. Reg Nov 28.
Geary, Wm, Brierley Hill, Stafford, Draper. Nov 6. Asst. Reg Nov 28.
Gilbert, Fredk, Wm, & Thos Chambers, Sheffield, Cutlery Manufacturers. Nov 14. Asst. Reg Nov 30.
Grace, Joseph, Birkenhead, Chester, Draper. Nov 2. Asst. Reg Nov 29.
Graham, John, Liverpool, Grocer. Nov 15. Asst. Reg Nov 28.
Green, Hyman, Preston-st, Brick-lane, Spitalfields, Shoe Manufacturer. Nov 20. Comp. Reg Nov 28.
Hardwick, Thos, & Elijah Stephen Lawrence, Marlborough, Wilts, Clothiers. Nov 1. Asst. Reg Nov 29.
Hart, Fredk, Banbury, Oxford, Upholsterer. Nov 2. Asst. Reg Nov 27.
Hassell, Geo Clements, Newcastle-upon-Tyne, Merchant. Oct 31. Asst. Reg Nov 28.
Harvey, John, Cheetham, Manch, Cabinet Maker. Nov 22. Comp. Reg Nov 29.
Heather, John, Bleasby, Nottingham, Farmer. Nov 17. Asst. Reg Nov 29.
Horrocks, Jane, Bolton, Lancaster, Widow. Nov 5. Comp. Reg Nov 28.
Houghton, Robt, Dudley, Worcester, Draper. Nov 10. Comp. Reg Nov 30.
Jackson, Joseph, Chorley, Chester, Porter and Cart Keeper. Nov 2. Asst. Reg Nov 30.
Jones, John, Llandudno, Carnarvon, Grocer. Nov 26. Comp. Reg Nov 29.
Lake, John, Rock-ter, Shot-rd, Peckham, & John Walker, Will's-ter, Rotherhithe-rd, Builders. Nov 14. Comp. Reg Nov 29.
Lassalle, Chas Aventin, Sheffield, Merchant. Nov 21. Comp. Reg Nov 29.
Leach, Jas, Newport, Monmouth, Furniture Broker. Nov 6. Comp. Reg Nov 28.
Macklin, Reuben, Harley-villas, Victoria-park-rd, Trimming Manufacturer. Nov 20. Comp. Reg Nov 29.
Marston, Joseph, Leeds, Provision Dealer. Nov 3. Asst. Reg Nov 30.
Mills, Abel, Sunderland, Durham, out of business. Nov 27. Asst. Reg Nov 30.
Norris, Eliz, Sarisbury-green, nr Tichfield, Southampton, General Shopkeeper. Nov 1. Asst. Reg Nov 28.
Parker, Geo, Aspland-grove, Amherst-rd, Hackney, Auctioneer. Nov 23. Comp. Reg Nov 29.
Peckham, Joseph Cooper, Lewisham High-rd, Deptford, Ironmonger. Oct 31. Comp. Reg Nov 28.
Penn, Thos Fortin, Chatham, Kent, Draper. Nov 1. Asst. Reg Nov 28.
Porter, Wm, & Alfred Saxton, Nottingham, Manufacturers of Hosiery. Nov 5. Asst. Reg Nov 28.
Powell, Geo Dempsey, Caroline-ter, Peckham, Commercial Traveller. Nov 13. Comp. Reg Nov 28.
Raynor, Geo, Leicester, Boot Manufacturer. Nov 13. Asst. Reg Nov 30.
Reeve, Wm, Cheltenham, Gloucester, Carriage Finisher. Nov 19. Comp. Reg Nov 24.
Rigby, Jas, Bolton, Lancaster, Joiner. Nov 8. Asst. Reg Nov 28.
Roberts, Jas, Ruthin, Denbigh, Grocer. Nov 8. Comp. Reg Nov 30.
Rundell, Thos, Tywardreath, Cornwall, Draper. Nov 6. Asst. Reg Nov 29.
Sleeman, Hy, Lpool, Brewer. Nov 26. Comp. Reg Nov 29.
Stanway, Job, Darlaston, Stafford, Gunlock Manufacturer. Nov 22. Asst. Reg Nov 29.
Stranger, Hy Wills, & Geo Bennetts, Totnes, Devon, Merchants Nov 6. Asst. Reg Nov 27.
Thos, Campbell Millett, Manch, Mining Engineer. Nov 19. Comp. Reg Nov 30.
Thomson, Wm Archibald, jun, Gravesend, Kent, Debt Collector. Oct 31. Comp. Reg Nov 27.
Tristram, Hy, Lpool, Commission Merchant. Nov 21. Comp. Reg Nov 30.
Venn, Wm Bennett, Burnley, Lancaster, Cotton Manufacturer. Nov 1. Asst. Reg Nov 27.
Waister, John, Sheffield, Draper. Oct 31. Comp. Reg Nov 28.
Watt, Robt Bellamy, Peterborough, Baker. Nov 1. Asst. Reg Nov 29.

Wedell, Phillipp, Manch, Comm Agent. Nov 19. Comp. Reg Nov 30.
Williams, Robt Robt, Tresaethon, Llanfrothen, Merioneth, Draper. Nov 6. Comp. Reg Nov 29.
Willes, Jas, Rudge, Somerset, Horse Dealer. Oct 31. Comp. Reg Nov 27.
Wilson, Wm, Wibsey, nr Bradford, York, Blacksmith. Nov 27. Comp. Reg Nov 28.
Wright, Robt Wm, Tokenhouse-yard, Glass and China Manufacturer. Nov 9. Inspectorship. Reg Nov 29.
Yoxall, Saml, Birm, Woollen Draper. Nov 21. Comp. Reg Nov 29.

TUESDAY, Dec. 4, 1866.

Aldersley, Edmd, Rochester, out of business. Nov 29. Comp. Reg Dec 1.
Allen, Wm, Lpool, Shoe Dealer. Nov 17. Comp. Reg Dec 3.
Ashby, John Saml, & Richd Durbun Ashby, Bungay, Suffolk, Printers. Nov 24. Asst. Reg Nov 30.
Atkins, Emma, Birm, Refreshment-house Keeper. Nov 21. Comp. Reg Dec 3.
Atkinson, Wm, jun, Manch, Plasterer. Nov 13. Comp. Reg Dec 3.
Austin, Geo, Ford-rd, Bermondsey, Rope Manufacturer. Dec 1. Comp. Reg Dec 3.
Barnes, Jas, Whitehaven, Cumberland, Grocer. Nov 9. Asst. Reg Dec 3.
Beisley, Richd Fletcher, jun, Canterbury, Linendraper. Nov 5. Asst Reg Dec 3.
Beresford, Matthew, Congleton, Chester, Draper. Nov 26. Comp. Reg Dec 3.
Brow, Geo, Carlisle, Cumberland, Draper. Nov 28. Comp. Reg Dec 3.
Brown, Jas, Middlesbrough, York, Draper. Nov 6. Comp. Reg Dec 3.
Carrington, Geo, jun, Aston-juxta-Birm, Jeweller. Nov 13. Comp. Reg Dec 3.
Chadwick, John Wm, Lpool, Brewer. Nov 3. Asst. Reg Dec 1.
Clough, Wm Benj, Battley Carr, nr Dewsbury, York, out of business. Nov 7. Comp. Reg Dec 3.
Collier, John, Manch, Corn and Flour Merchant. Nov 28. Comp. Reg Dec 3.
Collingham, Barnard, Edwin Aked, & Thos Aked, Morton, York, Woolcombers. Nov 30. Comp. Reg Dec 4.
Cooke, John Bernard Geo, Newcastle-upon-Tyne, Merchant. Nov 22. Asst. Reg Dec 3.
Cooke, Hy Arthur, Old Cavendish-st, Oxford-st, Auctioneer. Nov 12. Comp. Reg Dec 4.
Cooper, Jane, Newbury, Berks, Dressmaker. Nov 3. Asst. Reg Dec 1.
Cooper, Chas, Lpool, Bootmaker. Nov 27. Comp. Reg Dec 3.
Cossey, Sarah, Wilby, Suffolk, Widow. Nov 28. Comp. Reg Dec 4.
Coulton, Sarah, Salford, Lancaster, Coal Dealer. Dec 1. Comp. Reg Dec 4.
Cox, Wm John, Camberwell-rd, Grocer. Nov 5. Comp. Reg Dec 1.
Crocker, Geo, jun, Stoney-lane, Tooley-st, Sail Maker. Nov 27. Comp. Reg Nov 30.
Cuss, Wm, Blackfriars-rd, Saddler. Oct 13. Comp. Reg Dec 1.
Donald, Joseph, Shoreditch, Outfitter. Nov 16. Inspectorship. Reg Dec 3.
Dumergue, Anna Jane, Princes-sq, Bayswater, Widow. Nov 16 Comp. Reg Dec 1.
Dupuy, Celestin Marignas, Eastcheap, Wine Merchant. Nov 17. Asst. Reg Dec 3.
Elmslie, Edmund Wallace, Great Malvern, Worcester, Architect. Nov 30. Inspectorship. Reg Dec 3.
Farmer, John Clements, Stafford, Brewer. Nov 22. Asst. Reg Nov 30.
Flowers, Mary, Portsea, Hants, General Dealer. Nov 19. Asst. Reg Dec 4.
Gandy, Nathaniel, Winsford, Chester, Beerseller. Nov 30. Asst. Reg Dec 4.
Garbutt, Thos, Helmsley, York, Butcher. Nov 9. Asst. Reg Nov 30.
Giosne, Richd, Milton Abbott, Devon, Saddler. Nov 12. Comp. Reg Dec 3.
Griffiths, Thos, Leadenhall-market, Butcher. Nov 16. Comp. Reg Dec 3.
Hackney, Wm, Headingley, nr Leeds, Grazier. Nov 7. Asst. Reg Dec 3.
Hide, Wm, Ledbury-rd, Bayswater, Saw Mill Proprietor. Nov 5. Comp. Reg Dec 1.
Holford, Edwin Hamilton, Lpool, Ship Broker. Nov 26. Comp. Reg Dec 3.
Inman, Hy, Newton-heath, Manch, Rustic House Manufacturer. Nov 26. Comp. Reg Nov 30.
Jackson, Chas, & Nathaniel Paine, Store-st, Russell-sq, Pianoforte Manufacturers. Nov 22. Comp. Reg Dec 1.
Jessop, Joseph, Bradford, York, Machine Maker. Nov 19. Asst. Reg Dec 3.
Kirkaldy, Wm Hy, & Robt Kirkaldy, Sunderland, Durham, Braziers. Nov 8. Asst. Reg Dec 3.
Kreigsfeld, Levy, Manch, Clothier. Dec 1. Comp. Reg Dec 3.
Lewis, Joseph Jane, jun, St. Austell, Cornwall, Butcher. Nov 15. Asst. Reg Nov 30.
Maggleton, Wm, & Benj Holland, Luton, Bedford, Drapers. Nov 7. Asst. Reg Dec 3.
Mitchell, Chas Wm, Huddersfield, York, Cotton Waste Dealer. Nov 22. Asst. Reg Dec 3.
Moses, Wm, Aberdare, Glamorgan, Grocer. Nov 29. Comp. Reg Dec 4.
Mullinger, Walter Carr, Beccles, Suffolk, Ironmonger. Nov 16. Asst. Reg Dec 3.
Myers, Michl Saml, Aldine-chambers, Paternoster-row. Nov 8. Comp. Reg Dec 3.
Myland, Walter Mortimore, Rodney-rd, Walworth, Corn Chandler. Nov 20. Comp. Reg Dec 3.
Normanton, John, Halifax, York, Hat and Cap Maker. Nov 7. Asst. Reg Dec 4.
Openshaw, Oliver, Radcliffe, Lancaster, Stonemason. Nov 3. Comp. Reg Nov 30.
Reynolds, Jas Lacy, Regent-st, Westminster, Photographer. Nov 28. Comp. Reg Dec 3.
Robinson, John Jas, Box-grove, nr Guildford, Surrey, Esq. Nov 5. Asst. Reg Nov 30.
Shewell, Hy, Lpool, Provision Merchant. Nov 30. Comp. Reg Dec 3.
Smoker, Walter, Blackfriars-rd, Eating-house Keeper. Nov 20. Comp. Reg Dec 3.
Souster, Thos, Rochester-row, Westminster, and Philip Souster, Eglinton-rd North, Bow, Builders. Nov 6. Asst. Reg Dec 3.
Squire, Edmund, South Molton, Devon, Grocer. Nov 10. Asst. Reg Nov 29.
Stroyan, Wm, Lpool, Draper. Nov 23. Comp. Reg Dec 1.
Talbott, Geo, Eccleshall, Stafford, Mercer. Nov 23. Comp. Reg Nov 30.
Thomas, Benj, Saundersfoot, Pembroke, Licensed Victualler. Nov 23. Comp. Reg Dec 1.
Thomas, Richd Layman, Lpool, retired from business. Nov 28. Asst. Reg Dec 3.
Turner, Wm, Lincoln, Engineer. Nov 14. Asst. Reg Dec 1.
Warne, Clara Esther, & Clara Helena Warne, Belsize-park, Hampstead, Schoolmistresses. Nov 28. Comp. Reg Dec 3.
Wayland, Septimus Felix, Lower Norwood, Wine Merchant. Nov 24. Comp. Reg Dec 3.
Webb, John, Manch, Manufacturer. Nov 6. Asst. Reg Dec 3.
West, Jas, Bristol, Beer Retailer. Nov 5. Asst. Reg Dec 3.
Wilcox, Hy, Bath, Grocer. Nov 5. Asst. Reg Nov 29.
Wright, John, Newcastle-upon-Tyne, Ironmonger. Nov 17. Asst. Reg Nov 30.

Bankrupts.

FRIDAY, Nov. 30, 1866.

To Surrender in London.

Beckitt, Hy Hugh, Prisoner for Debt, Springfield. Pet Nov 26. Dec 12 at 12. Jones, Colchester.
Broadbridge, Chas, Beaufort-buildings, Strand, Architect. Pet Nov 23. Dec 11 at 12. Silvester, Gt Dover-st, Newington.
Butcher, John Lennox, Brighton, Builder. Pet Nov 26. Dec 18 at 1. Marshall, Lincoln's-inn-fields.
Byers, Jas Broff, Prisoner for Debt, Leicester. Pet Nov 26. Dec 11 at 11. Sole & Co, Aldermanbury.
Caulfield, Wm, Prisoner for Debt, London. Adj Nov 19. Dec 11 at 1.
Cheshire, Geo, Edgware, out of business. Pet Nov 26. Dec 11 at 1. Field, Furnival's-inn.
Collier, John, Duston, Northampton, Innkeeper. Pet Nov 27. Dec 19 at 12. Elmslie & Co, Leadenhall-st.
Dyer, Hy Chas Penrose, Prisoner for Debt, London. Adj Nov 19. Dec 11 at 1.
Franklin, Geo Hy, Kilburn-pk-rd, Gasfitter. Pet Nov 27. Dec 18 at 2. Munday, Essex-st, Strand.
Heath, Wm Edmd, Burton-st, Burton-crescent, Clerk to the Admiralty. Pet Nov 27. Dec 11 at 2. Edwards, Bush-lane, Cannon-st.
Hubbard, Hy, Prisoner for Debt, London. Adj Nov 19. Dec 11 at 12.
Keymer, Jas, Trump-st, Cheapside, Silk Printer. Pet Nov 26. Dec 18 at 2. Brisley, Pancras-lane.
Leishman, Timothy, Vincent-ter, Colebrooke-row, Islington, no occupation. Pet Nov 26. Dec 12 at 12. Solomon, King-st, Cheapside.
Lepper, Godfrey, Folkestone, Kent, Builder. Pet Nov 28. Dec 12 at 2. Holmes, Milk-st, Cheapside.
Lever, John Orrell, Cannon-st, General Agent. Pet Oct 31. Dec 12 at 1. Linklaters & Co, Walbrook.
Lush, Thos, Windmill-rd, New Hampton, Builder. Pet Nov 22. Dec 11 at 11. Goldrick, Strand.
Maturin, Fredk Chas, Prisoner for Debt, London. Adj Nov 19. Dec 11 at 12.
Merrick, Saml, Upper Baker-st, Tobacconist. Pet Nov 10. Dec 12 at 1. Lewis, Gt Marlborough-st.
Noad, Geo Fredc, Wye, Kent, Clerk. Pet Nov 27. Dec 11 at 2. Prior & Co, Southampton-st, Bloomsbury.
Nurse, Haroid, Marylebone-rd, Paddington, Coachmaker's Assistant. Pet Nov 27. Dec 11 at 2. Hall, Coleman-st.
Parkinson, Geo, Endell-st, Bloomsbury, Tailor. Pet Nov 27. Dec 12 at 1. Steadman, Mason's-avenue, Coleman-st.
Sidwell, Hy Thos, Stanwell, Middx, Baker. Pet Nov 27. Dec 18 at 2. Haynes, Serle-st, Lincoln's-inn.
Strachan, David, Prisoner for Debt, London. Pet Nov 27 (for pau). Dec 12 at 12. Dobie, Basinghall-st.
Sullivan, Wm Hy, South Wharf, Paddington, Surveyor. Pet Nov 27. Dec 11 at 1. Pain, Marylebone-rd.
Trevallion, Hy, Tyssen-st, Church-st, Shoreditch, Chairmaker. Pet Nov 26. Dec 18 at 1. Beard, Basinghall-st.
Wall, Edwd, Denmark-rd, Cold Harbour-lane, Camberwell, Jobbing Gardener. Pet Nov 26. Dec 12 at 12. Munday, Basinghall-st.
Warne, Sarah Beatrice, Prisoner for Debt, London. Adj Nov 19. Dec 11 at 2.
Weaver, John, Connaught-ter, Hyde-park, Jeweller. Pet Nov 29. Dec 12 at 2. Merriman & Buckland, Queen-st.
Whitby, Thos, Prisoner for Debt, London. Adj Nov 19. Dec 11 at 2.

To Surrender in the Country.

Arnold, Hy, Bradford Abbas, Dorset, Cordwainer. Pet Nov 27. Yeovil Dec 14 at 12. Slade, Yeovil.
Arrowsmith, John, Runcorn, Chester, Painter. Pet Nov 15 (for pau). Runcorn, Dec 13 at 11. Clark, Runcorn.
Ashby, Wm, Birm, Licensed Victualler. Pet Nov 27. Birm, Dec 1 at 12. Green, Birm.
Aspinshaw, John, Nottingham, Butcher. Pet Nov 27. Nottingham, Jan 2 at 11. Brown, Nottingham.
Baillie, Hugh Ja-, Cheltenham, Gent. Pet Nov 26. Bristol, Dec 12 at 11. Stroud, Cheltenham.
Bailey, Hy, Northampton, Plumber. Pet Nov 28. Northampton, Dec 15 at 10. White, Northampton.
Beacham, John, Hulme, Manch, Publishers' Agent. Pet Nov 26. Manch, Dec 14 at 11. Leigh, Manch.
Bewley, Geo, Everton, nr Lpool, Licensed Victualler. Pet Nov 28. Lpool, Dec 14 at 11. Holden, Lpool.
Bottom, Wm Hy, Nottingham, Bookkeeper. Pet Nov 27. Birm, Dec 11 at 11. Heath, Nottingham.
Boyce, Cassius Daniel, King's Lynn, Norfolk, Plumber. Pet Nov 27. King's Lynn, Dec 11 at 11. Beloe, King's Lynn.
Brewer, Saml Benoni, Worcester, Schoolmaster. Pet Nov 27. Worcester, Dec 15 at 11. Tree, Worcester.

Brown, John, Berry Edge, Durham, Beerhouse Keeper. Pet Nov 27. Shotley Bridge, Dec 17 at 10. Saikeld, Durham.
Burton, Robt, Leeds, Journeyman Tailor. Pet Nov 26. Leeds, Dec 13 at 12. Harle, Leeds.
Calvert, Thos, Wragby, York, Grocer. Pet Nov 27. Pontefract, Dec 14 at 11. Jefferson, Pontefract.
Castle, Wm, Prisoner for Debt, Maidstone. Adj Nov 21. Maidstone, Dec 11 at 2.
Clark, Jas, Leeds, Cabinet Maker. Pet Nov 26. Leeds, Dec 13 at 12. Emsley, Leeds.
Clay, John, Gainsborough, Lincoln, Innkeeper. Pet Nov 28. Leeds Dec 12 at 12. Bladon, Gainsborough.
Cotton, John, Sandford-in-Longton, Stafford, Engineer. Pet Nov 24. Cheadle, Dec 14 at 11. Tennant, Hanley.
Cowap, Edmd Stephenson, Sale, Chester, Cotton Dealer. Pet Nov 26. Manch, Dec 14 at 11. Leigh, Manch.
Cowen, Amos, Birm, out of business. Pet Nov 23 (for pau). Warwick, Dec 14 at 10.
Curtis, Wm Selley, Bampton, Devon, General-shop Keeper. Pet Nov 27. Tiverton, Dec 11 at 11. Densham, Bampton.
Duxbury, John, Barrow-in-Furness, Lancaster, out of business. Adj Nov 14 (for pau). Ulverston, Dec 6 at 10.
Dyer, Wm Andrew, East Stonehouse, Devon, Druggist. Pet Nov 27. Exeter, Dec 10 at 12.30. Beer & Rundle, Devonport.
Esau, David, Aberystruth, Monmouth, Contractor. Pet Nov 28. Bristol, Dec 12 at 11. Graham, Newport.
Findon, John, Birm, Milkman. Pet Nov 23 (for pau). Warwick, Dec 14 at 10.
Forster, Thos Rutherford, Newcastle-upon-Tyne, Joiner. Pet Nov 26 Newcastle, Dec 15 at 10. Dove, Newcastle-upon-Tyne.
Fuller, Wm, Gt Grimsby, Lincoln, Sawyer. Pet Nov 26. Gt Grimsby, Dec 14 at 11. Chester, Grimsby.
Gillespie, Jas Bryson, Middlesbrough, York, Draper. Pet Nov 28. Stockton-on-Tees, Dec 11 at 11. Dobson, Middlesbrough.
Gooding, Richd, Harwich, Essex, Butcher. Pet Nov 20. Harwich, Dec 11 at 11. Hill, Ipswich.
Hill, Chas, Gt Grimsby, Lincoln, Fisherman. Pet Oct 28. Leeds, Dec 12 at 12. Summers, Hull.
James, John, Cwmavon, Glamorgan, Blacksmith. Pet Nov 26. Neath, Dec 12 at 11. Cuthberteon, Neath.
Jones, Robt, Henllan, Denbigh, Grocer. Pet Nov 26. Denbigh, Dec 6 at 12. Andrews, Denbigh.
Kench, Wm, Birm, Electro Plater. Pet Nov 23 (for pau). Warwick, Dec 14 at 10.
Kendrick, Thos, Grunhill, Leicester. Pet Nov 27. Ashby-de-la-Zouch, Dec 14 at 11. Dewes, Ashby-de-la-Zouch.
Long, John, Worcester, Journeyman Silk Throwster. Adj Nov 16. Worcester, Dec 15 at 10.30. Wilson, Worcester.
Marsden, Geo. Sutton-in-Ashfield, Nottingham, Shopkeeper. Pet Nov 28. Mansfield, Dec 17 at 11. Cursham, Mansfield.
Medley, Wm, Lincoln, Journeyman Wheelwright. Pet Nov 27. Lincoln, Dec 18 at 11. Rex, Lincoln.
Mott, Wm Thos, Southsea, Hants, Grocer. Pet Nov 24. Portsmouth, Dec 12 at 11. Cousins, Portsea.
Parry, John, Aberystwith, Cardigan, Shoe Maker. Pet Nov 9. Aberystwith, Dec 12 at 9. Rowe.
Perks, Wm, Wolverhampton, Bedstead Manufacturer. Pet Nov 27. Wolverhampton, Dec 10 at 12. Stratton, Wolverhampton.
Pitts, Hy, Prisoner for Debt, Gloucester. Adj Nov 16. Gloucester, Dec 21 at 12.
Primmar, Thos, Overton, Southampton, Furniture Broker. Pet Nov 26. Basingstoke, Dec 11 at 12. Chandler, Basingstoke.
Procter, Andrew, Horsforth, York, Beerhouse Keeper. Pet Nov 28. Leeds, Dec 13 at 12. Spirett, Leeds.
Raper, Reuben, Coatham, Kirkleatham, York, out of business. Pet Nov 19. Stockton-on-Tees, Dec 5 at 11. Griffin, Middlesbrough.
Robinson, Joseph, Helton, Westmoreland, Innkeeper. Pet Nov 24. Penrith, Dec 10 at 10. James, Penrith.
Riley, John, jun, New Wortley, nr Leeds, Mason. Pet Nov 28. Leeds, Dec 13 at 11. Harle, Leeds.
Saunders, Hy, jun, Kidderminster, Worcester. Attorney-at-Law. Pet Nov 26. Birm. Dec 21 at 12. James & Griffin, Birm.
Sculthorpe, Edwd Swaine, Haltham, Horncastle, Lincoln, Farmer. Pet Nov 28. Leeds. Dec 12 at 12. Law, Stamford.
Seanor, John, Mold, Flint, Ironfounder. Pet Nov 20. Lpool, Dec 12 at 12. Eyton, Mold.
Sedgwick, Jonathan Giles, Leeds, Grocer. Pet Nov 26. Leeds, Dec 13 at 12. Shackleton & Whiteley, Leeds.
Shaw, Saml, Ilkeston, Derby, Bootmaker. Pet Nov 28. Belper, Dec 13 at 3. Holt, Derby.
Sheppard, Geo, Nottingham, Baker. Pet Nov 26. Nottingham, Jan 2 at 11. Lees, Nottingham.
Sneath, Jas, Bishop Auckland, Durham, Innkeeper. Pet Nov 28. Bishop Auckland, Dec 14 at 3. Thornton.
Stephens, Richd, Shrewsbury, Salop, Bootmaker. Pet Nov 27. Birm, Dec 14 at 12. Chandler, Shrewsbury.
Stratton, Wm, Graffham, Huntingdon, Innkeeper. Pet Nov 24. St Neot's, Dec 20 at 1. Gaches, Peterborough.
Sutcliffe, Wm, Bradford, York, Woolstapler. Pet Nov 20. Leeds, Dec 13 at 11. Wood & Killick, Bradford.
Terry, Thos, Brighton, Carpenter. Pet Nov 27. Lewes, Dec 13 at 11. Langham, Uckfield.
Townsend, Thos, Birm, Electro Gilder. Pet Nov 23 (for pau). Warwick, Dec 14 at 10.
Walshaw, Joseph, Millfield, Bishopwearmouth, Durham, Shipbuilder. Pet Nov 20. Newcastle-upon-Tyne, Dec 12 at 12. Moore, Sunderland.
Warren, Edwd, Birm, Manager to a Currier. Pet Nov 28. Birm, Jan 10 at 10. Fitter, Birm.
Watson, Danl, Accrington, Lancaster, Cotton Manufacturer. Pet Nov 27. Manch, Dec 14 at 11. Leigh, Manch.
Whalley, Jas, Runcorn, Chester, Contractor. Pet Nov 15. Runcorn, Dec 13 at 11. Clark, Runcorn.
Whinyates, Joseph, Birm, out of business. Pet Nov 28. Birm, Jan 10 at 10. Clark, Birm.
Wilby, Chas, Masbrough, York, Joiner. Pet Nov 26. Rotherham, Dec 17 at 1. Binney & Son, Sheffield.
Wilson, Chas Tyler, Cambridge, Chemist. Pet Nov 27. Cambridge. Dec 14 at 2. Whitehead, Cambridge.

TUESDAY, Dec. 4, 1866.

To Surrender in London.

Bedford, Hy, Upper Whitecross-st, Poulterer. Pet Nov 28. Dec 18 at 12. Steadman, Mason's-avenue.
Bird, Geo, Enfield-highway, Hay Dealer. Pet Dec 1. Dec 18 at 12. Abbott, Worship-st, Finsbury.
Callingham, Jas, Prisoner for Debt, London. Pet Nov 29 (for pau). Dec 17 at 12. Dobie, Basinghall-st.
Cooper, Thos, Montague-mews, Montague-st, Russell-sq, Cab Proprietor. Pet Nov 26. Dec 18 at 1. Peverley, Coleman-st.
Edwards, John, Southampton, Watchmaker. Pet Nov 29. Dec 17 at 11. Paterson & Sons, Bouverie-st.
Ellington, Leonard, Addle-st, Wood-st, Warehouseman. Pet Nov 29. Dec 18 at 11. Rooks & Co, Eastcheap.
Grattan, Oriel Lee, & Geo Brown, Frith-st, Soho, Leather Sellers. Pet Nov 29. Dec 19 at 2. Linklaters & Co, Walbrook.
Griffiths, Edwd David, Carter-lane, General Importer. Pet Dec 1. Dec 17 at 1. Duncan, Basinghall-st.
Hatchett, Richd, jun, Upper Tuddington, Middlx, out of business. Pet Dec 1. Dec 17 at 1. Marshall, Lincoln's-inn-fields.
Holland, Caroline, Prisoner for Debt, London. Pet Dec 1 (for pau). Dec 18 at 12. Dobie, Basinghall-st.
Jennings, Wm Taylor, Prisoner for Debt, London. Pet Nov 29. Dec 19 at 1. Digby, Coleman-st.
Kennell, Stephen, Stanstead-lane, Dartmouth-park, Forest-hill, out of business. Pet Nov 30. Dec 18 at 11. Daniels & Co, Fore-st.
Cren, Geo Le, Annette-rd, Tollington-rd, Holloway, out of employ. 1et Dec 1. Dec 19 at 2. Munday, Basinghall-st.
Norman, Geo, Kingsland-rd, Hairdresser. Pet Nov 29. Dec 19 at 1. Munday, Basinghall-st.
Phillips, Thos Grace, Oxford-st, Apothecary. Pet Nov 30. Dec 18 at 12. Linklaters & Co, Walbrook.
Sellwood, Richd, Cadogan-st, Chelsea, Carver. Pet Nov 30. Dec 17 at 12. Hanslip, Gt James-st, Bedford-row.
Sigrist, Bernard, Monkwell-st, Wire Worker. Pet Nov 29. Dec 17 at 11. Angell, Guildhall-yard.
Simes, John, Prisoner for Debt, London. Pet Nov 30 (for pau). Dec 19 at 1. Munday, Basinghall-st.
Sloper, Thos, Mason's-avenue, Auctioneer. Pet Nov 27. Dec 18 at 2. Kent, Cannon-st.
Spencer, Robt, Freshwater, Isle of Wight, Builder. Pet Nov 20. Dec 18 at 12. Poole, Bartholomew-close.
Syratt, Thos, Drayton Parslow, Buckingham, Farmer. Pet Nov 29. Dec 18 at 11. Brown, Basinghall-st.
Tarrant, Geo, Christ Church, Hants, Grocer. Pet Nov 30. Dec 18 at 11. Peacock, South sq. Gray's-inn.
Walter, Edwd John, Newhaven, Sussex, Butcher. Pet Nov 30. Dec 17 at 12. Langham & Son, Bartlett's-buildings, Holborn.
Webb, John Clift, Bell-gardens, Park-road, Peckham, out of business. Pet Nov 30. Dec 19 at 1. Neale, Kennington-park-rd.
Worms, Lewis Joseph, Cross-st, Hatton-garden, Greengrocer. Pet Nov 29. Dec 17 at 11. Hanslip, Gt James-st, Bedford-row.

To Surrender in the Country.

Akeroyd, Richd, & Wm Akeroyd, Batley, York, Joiners. Pet Nov 30. Dewsbury, Dec 14 at 12. Marratt, Dewsbury.
Allouby, Edwd, Hawkeshead, Lancaster, Woodcutter. Pet Nov 29. Ambleside, Dec 19 at 11. Thompson, Kendal.
Ansell, Arthur John, Sherston Magna, Wilts, Grocer. Pet Nov 29. Bristol, Dec 14 at 11. Jones & Forrester, Malmesbury.
Baldry, Geo Wm, Hastings, Sussex, Artist. Pet Nov 30. Hastings, Dec 15 at 11. Shorter, Hastings.
Baldwin, Hannah, Prisoner for Debt, Gloucester. Adj Nov 22, Gloucester, Dec 17 at 12. Whatley, Mitcheldean.
Barr, Alex Percival, Birkenhead, Chester, Commission Agent. Pet Nov 27. Lpool, Dec 17 at 11. Best, Lpool.
Bellwood, Philip, West Derby, Lancaster, out of business. Pet Dec 1. Lpool, Dec 19 at 11. Price, Lpool.
Bladon, Edwd, Hanley, Stafford, Butcher. Pet Nov 29. Hanley, Dec 21 at 11. Tomkinson, Burslem.
Boocock, Joseph, Halifax, York, Publican. Adj Nov 16. Halifax, Dec 14 at 10.
Butcher, Mary Ann, Plymouth, Lodging-house Keeper. Pet Nov 28. East Stonehouse, Dec 14 at 11. Robins, Plymouth.
Chadwick, Wm, Runcorn, Chester, Ostler. Pet Nov 28. Runcorn, Dec 13 at 10. Wood, Runcorn.
Collis, John, Fairfield, nr Lpool, Bookkeeper. Pet Nov 30. Lpool, Dec 17 at 12. Best, Lpool.
Cyples, Jesse, Longton, Stafford, Journeyman House Painter. Pet Nov 28. Stoke-upon-Trent, Dec 15 at 11. Tennant, Hanley.
Davies, Thomas Blower, Prisoner for Debt, Walton. Adj July 19. Lpool, Dec 14 at 3.
Deighton, John, Leeds, Hotel Keeper. Pet Dec 3. Leeds, Dec 31 at 11. North & Sons, Leeds.
Douglas, Joseph, Northampton, Tailor. Pet Dec 1. Northampton, Dec 22 at 10. White, Northampton.
Fisher, Chas, Askham, nr Ireleth, Lancaster, Labourer. Pet Nov 29. Ulverston, Dec 17 at 10. Jackson, Ulverston.
Gray, Wm Alex, Brotherton, York, Innkeeper. Pet Nov 29. Pontefract, Dec 18 at 11. Clough, Pontefract.
Hemmings, Edwd, Smethwick, Stafford, Beer Retailer. Pet Nov 12. Warwick, Dec 15 at 11.
Hill, Geo, Clewer New Town, nr Windsor, Journeyman Bricklayer. Pet Dec 1. Windsor, Dec 15 at 11. Smith, Windsor.
Hodgson, John, Halifax, York, Cattle Dealer. Pet Nov 29. Dec 21 at 10. Jubb, Halifax.
Holland, John, Pemberton, Lancaster, Cotton Spinner. Pet Dec 1. Lpool, Dec 19 at 12. Hall & Jamieson, Manch.
Hopkinson, John, Lincoln, Cutler. Pet Nov 30. Lincoln, Dec 17 at 11. Brown & Son, Lincoln.
Horton, Joseph, Sarah Horton, Joseph Farmer, & Wm Farmer, Birm, Cut Nail Manufacturers. Pet Nov 30. Birm, Dec 17 at 12. Fitter, Birm.
Jackson, Jas, Facit, nr Rochdale, Lancaster, Cotton Weaver. Pet Nov 30. Rochdale, Dec 18 at 11. Harris, Rochdale.
Jackson, Jacob, South Shields, Durham, Hawker. Pet Nov 29. Newcastle-upon-Tyne, Dec 14 at 12. Joel, Newcastle-upon-Tyne.
James, Jas, Ystradgunlais, Brecon, Farmer. Pet Nov 29. Bristol, Dec 14 at 11. Simons & Morris, Swansea.

Jones, John, Prisoner for Debt, Shrewsbury. Pet Nov 23. Shrewsbury, Dec 15 at 11. Bull, Oswestry.
Jones, Edwd, Birm, Clock-spring Maker. Pet Nov 23 (for pau) Warwick, Jan 4 at 10.
Kay, Jabez, Gt Grimsby, Lincoln, Clothier. Pet Nov 27. Leeds, Jan 8 at 11. Clough, Huddersfield.
Lane, Joseph, Basingstoke, Southampton, Coppice Dealer. Pet Dec 1. Basingstoke, Dec 18 at 12. Chandler, Basingstoke.
Longdon, Thos, Litchurch, Derby, Moulder. Pet Nov 29. Derby, Dec 20 at 12. Briggs, Derby.
Matinson, Jas, Manch, Draper. Pet Nov 29. Manch, Dec 14 at 11. Jones, Manch.
Medd, John, Manch, Surgeon. Pet Dec 1. Manch, Dec 21 at 12. Higson & Co, Manch.
Mott, Wm Ranson, Monks Eleigh, Suffolk, Grocer. Pet Nov 27. Hadleigh, Dec 17 at 3. Calvert, East Bergholt.
Mullins, Wm, Barnstaple, Devon, Marine Store Dealer. Pet Nov 12. Barnstaple, Dec 10 at 12. Bencraft, Barnstaple.
Nicholson, Joseph, Sunnyside, Durham, Innkeeper. Pet Nov 29. Newcastle-upon-Tyne, Dec 14 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Parsons, Zechariah, Accrington, Lancaster, Winder. Pet Dec 1. Manch, Dec 18 at 11. Smith & Boyer, Manch.
Perrott, Thos Doddrell, Bristol, Coach Builder. Pet Nov 29. Bristol, Dec 14 at 11. Trenerry, Bristol.
Phillips, Wm Weld, Sutton Bonington, Nottingham, Surgeon. Pet Nov 30. Loughborough, Dec 18 at 10. Giles, Loughborough.
Poole, Ralph, Holme-upon-Spalding Moor, York, Tailor. Pet Nov 27. Howden, Dec 13 at 12. Summers, Kingston-upon-Hull.
Pound, Thos, Wall-heath, Stafford, Blacksmith. Pet Nov 30. Stourbridge, Dec 17 at 10. Collis, Stourbridge.
Redfern, John, Leek, Stafford, Attorney-at-Law. Pet Nov 28. Leek, Dec 13 at 11. Tennants, Hanley.
Rickell, Wm, York, Linendraper. Pet Nov 26. Leeds, Dec 17 at 12 Sale & Co, Manch.
Rudkin, Richd, Leicester, Assistant in Ale and Porter Stores. Pet Nov 28. Liecester, Dec 15 at 10. Haxby, Leicester.
Rumbold, Wm, Lancaster, Blackpool, Joiner. Pet Nov 29. Poulton-le-Fylde, Dec 18 at 11. Whittam, Burnley.
Sage, Wm, Milton-next-Gravesend, Kent, out of business. Pet Nov 29. Gravesend, Dec 15 at 11. Outred, Gravesend.
Shaw, John Johnson, Lpool, Hay and Straw Dealer. Pet Dec 1. Lpool, Dec 19 at 11. Ponton, Ellesmere.
Smithies, Hy, Parkfield-within-Middleton, Lancaster, out of business. Pet Nov 29. Oldham, Dec 19 at 12. Taylor, Oldham.
Stugill, Hy, York, Cabinet Maker. Pet Nov 30. York, Dec 19 at 11. Mann, York.
Thomas, Llewellyn, & Isaac Morgans, Swansea, Glamorgan, Builders. Pet Dec 1. Bristol, Dec 19 at 11. Henderson, Bristol.
Towers, Wm, Prisoner for Debt, Lancaster. Adj Nov 14. Manch, Dec 18 at 9.30. Slater & Barling, Manch.
Trowbridge, Rice, Southsea, Southampton, Butter Dealer. Pet Nov 29. Portsmouth, Dec 18 at 11. Field, Gosport.
Utley, Wm, & Richd Lee, Burnley, Lancaster, Cotton Manufacturers. Pet Nov 12. Dec 14 at 12. Sale & Co. Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 30, 1866.

Gannaway, Wm, Oliver-ter, Harrow-rd, Boot and Shoe Maker Nov 29.
Ladd, Jas, High-st, Erith, Kent, Grocer. Nov 28.

TUESDAY, Dec. 4, 1866.

Bull, Hy, Gloucester, Hotel Keeper. Nov 19.
Fisher, Thos, Askam, nr Ireleth, Lancaster, Labourer. Nov 26.